



The Gazette of India

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No. 21] NEW DELHI, SATURDAY, AUGUST 26, 1950

NOTICE

The undermentioned Gazettes of India Extraordinary were published during the week ending the 23rd August 1950:—

S. No.	No. and Date	Issued by	Subject
1	S. R. O. 387, dated the 16th August 1950.	Ministry of Labour	Appointment of Mr. J. N. Majumdar as Chairman of the Industrial Tribunal.
2	S. R. O. 388, dated the 17th August 1950.	Ministry of Food	Further amendment in the late Department of Food Notification No. Py-603 (2)-I, dated the 21st October, 1948.
	S. R. O. 389, dated the 17th August 1950.	Ditto	Further amendment in the Ministry of Food Notification No. Py-603(2)-X, dated the 22nd December, 1948.
	S. R. O. 390, dated the 17th August 1950.	Ditto	Further amendments in Notifications under Section 4 of the Essential Supplies (Temporary Powers) Act, 1948.
	S. R. O. 391, dated the 17th August 1950.	Ditto	Notifying the Essential Supplies (Temporary Powers) Act, 1948, in all the Part B States with effect from 17th August 1950.
	S. R. Os. 392 & 393, dated the 17th August 1950.	Ditto	Restrictions on the movements of gram in Parts A, B and C States.
	S. R. O. 394, dated the 17th August 1950.	Ditto	Fixation of the maximum price at which gram may be bought or sold in the States.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF HOME AFFAIRS

New Delhi, the 17th August 1950

S.R.O. 428.—In exercise of the powers conferred by clause (1) of article 253 of the Constitution, the President is pleased to entrust to the Governments of Jammu and Kashmir, Madhya Bharat, Mysore, Patiala and East Punjab

States Union, Saurashtra and Travancore-Cochin, with their consent, the functions of the Central Government under section 5 of the Indian Passport Act, 1920 (XXXIV of 1920), and rule 2 of the Indian Passport Rules, 1950.

[No. 4/8/49-(A)-F.I.]

S.R.O. 429.—In pursuance of clause (1) of article 289 of the Constitution, the President is pleased to direct that the Chief Commissioners of the States of Bhopal, Bilaspur, Himachal Pradesh, Kutch, Manipur, Tripura and Vindhya Pradesh shall, subject to the control of the Central Government, exercise the powers and discharge the functions of the Central Government under section 5 of the Indian Passport Act, 1920 (XXXIV of 1920), and rule 2 of the Indian Passport Rules, 1950, in their respective States.

[No. 4/8/49 (B)-F.I.]

S.R.O. 430.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President is pleased to entrust to the Governments of Jammu and Kashmir, Saurashtra and Travancore-Cochin, with their consent, the functions of the Central Government under rule 4 of the Indian Passport Rules, 1950, subject to the following conditions, namely:—

- (1) that the power so entrusted shall be used only to exempt individual persons from the operation of rule 8 of the said Rules;
- (2) that in granting exemptions, the State Governments shall comply with such general or special orders as may be issued by the Central Government; and
- (3) that the power entrusted shall also be exercisable by the Central Government should it deem fit to do so in any case.

[No. 4/8/49-(C)-F.I.]

S.R.O. 431.—In pursuance of clause (1) of article 289 of the Constitution, the President is pleased to direct that the functions of the Central Government under rule 4 of the Indian Passport Rules, 1950, shall, in the States of Kutch, Manipur and Tripura, be discharged by the Chief Commissioners in their respective States, subject to the following conditions, namely:—

- (1) that the power so entrusted shall be used only to exempt individual persons from the operation of rule 8, of the said Rules;
- (2) that in granting exemptions, the State Governments shall comply with such general or special orders as may be issued by the Central Government; and
- (3) that the power entrusted shall also be exercisable by the Central Government should it deem fit to do so in any case.

[No. 4/8/49-(D)-F.I.]

FATEH SINGH, Dy. Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 21st August 1950

S.R.O. 432.—In exercise of the powers conferred by rules 1 and 2 of Order XXVII of the First Schedule to the Code of Civil Procedure, 1908 (Act V of 1908), the Central Government is pleased to appoint the Collector of Tirunelveli, who is acquainted with the facts of the case, to sign and verify the plaint and other papers relating to the suit proposed to be filed by the Union of India against J. P. Grace Pakkiam Ammal and Jehamoni Pononiah Nader in the

Court of the Subordinate Judge, Tuticorin, and is further pleased to authorise the said Collector to act for the Central Government in the said judicial proceeding and in all proceedings arising out of or connected with the same.

[No. 283-B.II.]

PATAUDI, Dy Secy.

New Delhi, the 22nd August 1950

S.R.O. 433.—In exercise of the powers conferred by rules 1 and 2 of Order XXVII of the Code of Civil Procedure, 1908 (Act V of 1908), the Central Government is pleased to appoint the Collector of South Kanara, who is acquainted with the facts of the case, to sign and verify the plaint and other papers in connection with the suit proposed to be filed by the Union of India against Modacheri Raman in the Court of the District Munsif of Hosdru and is further pleased to authorise the said Collector to act for the Central Government in the said judicial proceeding and all proceedings arising out of or connected with the same.

[No. 286-B.II.]

S. N. SHEOPORI, Asstt Secy.

MINISTRY OF STATES

New Delhi, the 22nd August 1950

S.R.O. 434.—In exercise of the powers conferred by section 2 of the Part C States (Laws) Act, 1950 (XXX of 1950), the Central Government is pleased to direct that the following amendment shall be made in the notification of the Government of India in the Ministry of States, No 49-P, dated the 10th May, 1950, namely:—

In the Schedule annexed to the said notification for the entry under item 6 against the entry 'The Bombay Land Revenue Code, 1879 (Bom. Act V of 1879), the following entry shall be substituted namely:—

"7 Division of Kutch into districts.

1. The Chief Commissioner shall by a duly published order divide the State of Kutch into one or more districts and with such limits as the Chief Commissioner may from time to time by a like order prescribe.
2. The District where there is one district, or each such district where there are more than one district shall consist of such Talukas or Mahals and each Taluka or Mahal shall consist of such villages as may from time to time be prescribed in a duly published order by the Chief Commissioner."

[No. 103 P.]

N. M. BUCH, Jt. Secy.

MINISTRY OF FINANCE

New Delhi, the 19th August 1950

S.R.O. 435.—In pursuance of section of the Rehabilitation Finance Administration Act, 1948 (XII of 1948), the Central Government is pleased to reconstitute the Advisory Board of the Rehabilitation Finance Administration and to direct that it shall consist of the following members, namely:—

1. Thakur Phool Singh
2. Shri Kedarnath Chatterjee

3. Shri R. K. Sidhwani
4. Sardar Ujjal Singh
5. Shri Thakurdas Bhargava
6. Dr. Yudhvir Singh
7. Shri Choithram Gidwani
8. Sardar Ishar Singh
9. Shri Basant Kumar Das
10. Shri Rohini Kunar Choudhuri
11. Shri Mahavir Tyagi
12. Shri Adcshwar Prashad
13. Shri Achint Ram
14. Shri Raj Bahadur
15. Shri Ghanshyam Singh Gupta

[No. F. 10(12)-F.1/50.]

S. K. SEN, Dy. Secy.

New Delhi, the 21st August 1950

S.R.O. 436.—In exercise of the powers conferred by section 5 of the Rehabilitation Finance Administration Act, 1948 (XII of 1948) and in partial modification of the notification of the Government of India in the Ministry of Finance, No. F. 11(28)-F.1/48, dated the 8th June, 1949, the Central Government is pleased to appoint Major B. C. Ghosh, Deputy Rehabilitation Commissioner (Headquarters), Government of West Bengal, Calcutta, as a member of the Regional Committee at Calcutta, in place of the Commissioner of Relief and Rehabilitation, West Bengal Government, Calcutta, who vacated his office under rule 5 of the Rehabilitation Finance Administration Rules, 1948, with effect from the 8th March, 1950.

[No. F.10(29)-F.1/50.]

K. A. DORASWAMY, Asstt. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

CUSTOMS

New Delhi, the 26th August 1950

S.R.O. 437.—In exercise of the powers conferred by section 28 of the Sea Customs Act, 1878 (VII of 1878), the Central Government is pleased to exempt glass screens and halftone screens falling under item 77 of the First Schedule to the Indian Tariff Act, 1934 (XXXII of 1934), used in printing processes from so much of the customs duty leviable thereon under the said item as is in excess of the duty of—

- (1) 5 per cent *ad valorem* if the said goods are of British manufacture.
- (2) 15 per cent *ad valorem* if the said goods are not of British manufacture.

[No. 81]

D. P. ANAND, Dy. Secy.

INCOME-TAX

New Delhi, the 26th August 1950

S.R.O. 438.—*Corrigendum.*—In the Ministry of Finance (Revenue Division) Notification No. S.R.O. 273, dated the 22nd July 1950 published in Part II, Section 3 of the *Gazette of India* dated the 22nd July 1950, the following amendment shall be made, namely:—

For

“374. Indian Library Association, Delhi”

Read

“375. Indian Library Association, Delhi”.

[No. 99.]

PYARE LAL, Dy. Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 26th August 1950

S.R.O. 439.—*Corrigendum.*—In the Board's notification No. 88-I.T., dated the 1st August 1950 published on page 829 of Part II, Section 3 of the *Gazette of India* dated the 5th August 1950, under sub-section 'VA—Assam' for the range 'Jorhat' in column one *read* range 'Dibrugarh'.

[No. 97]

S.R.O. 440.—The following draft of a further amendment to the Indian Income-tax Rules, 1922, which the Central Board of Revenue proposes to make in exercise of the powers conferred by sub-section (1) of section 59 of the Indian Income-tax Act, 1922 (XI of 1922), is published as required by sub-section (4) of the said section, for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration on or after the 2nd October 1950. Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the said Board.

Draft Amendment

Rule 19A of the said Rules shall be omitted.

[No. 98.]

PYARE LAL, Secy.

MINISTRY OF COMMERCE

New Delhi, the 26th August 1950

S.R.O. 441.—In exercise of the powers conferred by sub-section (3) of section 1 of the Emblems and Names (Prevention of Improper Use) Act, 1950 (XII of 1950), the Central Government is pleased to appoint the 1st September 1950, as the date on which the said Act shall come into force.

[No. 141(1)/Law-B-50]

H. C. SARIN, Dy. Secy.

MINISTRY OF INDUSTRY AND SUPPLY

New Delhi, the 16th August 1950

S.R.O. 442.—In exercise of the powers conferred by sub-clause (a) of clause 2 of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Central Government is pleased to direct that the following further amendment shall be made in the notification of the Government of India in the Ministry of Industry and Supply, No. I(1)-1(771), dated the 29th November 1948, namely:—

To the Schedule annexed to the said notification, the following entries shall be added, namely:—

“Senior Project Officer,
Central Electricity Commission, Simla.
Chairman, Central Tea Board,
Calcutta.”

[No. I(1)-4(41).]

New Delhi, the 17th August 1950

S.R.O. 443.—In exercise of the powers conferred by sub-clause (a) of clause 2 of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Central Government is pleased to authorise the Controller of Supply and Transport, Orissa to exercise the powers of the Controller under clause 11D of the said Order within the State of Orissa.

[No. I(1)-4(82).]

New Delhi, the 28th August 1950

S.R.O. 444.—The following General Authorisation issued by the Iron and Steel Controller under clauses 4 and 5 of the Iron and Steel (Control of Production and Distribution) Order, 1941, is published for general information:—

“In exercise of the powers conferred by clauses 4 and 5 of the Iron and Steel (Control of Production and Distribution) Order, 1941, I hereby authorise any person to acquire from any source and any producer or stockholder to dispose of to any person steel pressure pipe fittings, subject to the following conditions namely:—

Conditions

(1) The steel pressure pipe fittings are fabricated in India from defective or scrap pressure pipes; or

(2) the person producing such steel pressure pipe fittings has imported pressure pipes for the purpose of fabricating the same into fittings under an import Licence issued by the Iron and Steel Controller.”

2. Nothing in this authorisation shall apply to persons acquiring pipes and tubes for fabrication into fittings under a special authorisation of the Iron and Steel Controller.

[No. I(1)-4(15).]

New Delhi, the 26th August 1950

S.R.O. 445.—The following Notification issued by the Iron and Steel Controller under Clause 11B of the Iron and Steel (Control of Production and Distribution) Order, 1941, is published for general information:—

“NOTIFICATION

In exercise of the powers conferred by sub-clause (1) of clause 11-B of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Iron

and Steel Controller is pleased to notify the following further amendment to Notification No. SEC. 1-P8, dated the 28th June, 1945, published in the *Gazette of India Extraordinary* dated, the 30th June, 1945, as amended from time to time:—

After Schedules I and II, the following shall be added as Schedule III:—

SCHEDULE III

Maximum prices of Wrought Iron or Mild Steel Pipe Fittings

Size	Galvd. L.W.	Galvd. H.W.	Black L.W.	Black H.W.
	M. S. or W.I. Sockets (Plain)	M.S. or W.I. Sockets (Plain)	M.S. or W. I. Sockets (Plain)	M.S. or W.I. Sockets (Plain)
<i>M. S. Sockets (Plain)</i>				
1/8"	0 3 6	0 4 0	0 3 3	0 3 6
1/4"	0 3 6	0 4 0	0 3 3	0 3 6
3/8"	0 3 6	0 4 0	0 3 3	0 3 6
1/2"	0 4 9	0 5 3	0 4 3	0 4 6
5/8"	0 6 0	0 6 6	0 5 8	0 5 9
1"	0 7 3	0 8 0	0 6 6	0 7 0
1. 1/4"	0 9 6	0 10 6	0 8 6	0 9 3
1. 1/2"	0 12 6	0 13 6	0 11 0	0 12 3
2"	1 2 0	1 3 6	1 0 0	1 1 3
2. 1/2"	2 4 6	2 7 3	1 15 9	2 2 0
3"	3 3 0	3 7 0	2 12 6	3 0 6
3 1/2"	4 8 6	4 14 6	4 0 0	4 5 6
4"	5 7 0	5 14 3	4 12 6	5 3 3
5"	10 14 3	11 12 6	9 9 3	10 6 9
6"	16 5 6	17 10 9	14 5 0	15 10 0

	Galvd. L.W.	Galvd. H.W.	Black L.W.	Black H.W.
	M.S. or W.I. Sockets (Diminished)	M.S. or W.I. Sockets (Diminished)	M.S. or W.I. Sockets (Diminished)	M.S. or W.I. Sockets (Diminished)
<i>M.S. Sockets (Diminished)</i>				
1/8"	0 4 9	0 4 6
1/4"	0 4 9	0 5 3	0 4 3	0 4 6
3/8"	0 6 0	0 6 6	0 5 3	0 5 9
1/2"	0 7 3	0 8 0	0 6 6	0 7 0
5/8"	0 8 6	0 9 0	0 7 9	0 8 6
1"	0 11 0	0 11 9	0 9 6	0 10 6
1. 1/4"	0 13 3	0 15 9	0 12 9	0 13 3
1. 1/2"	1 3 3	1 5 0	1 1 0	1 3 3
2"	1 13 0	1 15 6	1 9 6	1 12 0
2. 1/2"	4 8 6	4 14 6	4 0 0	4 5 6
3"	6 5 6	6 14 0	5 9 6	6 1 3
3. 1/2"	8 2 9	8 13 6	7 3 0	7 13 9
4"	9 15 9	10 12 9	8 12 0	9 15 3
5"	31 12 9	34 6 0	27 13 0	30 7 0
6"	49 15 3	54 0 3	43 14 9	47 13 0

Size	Galvd. M. S. or W. I. Elbows (Sqr.)	L. W. M. S. or W. I. Elbows (Sqr.)	Galvd. M. S. or W. I. Elbows (Sqr.)	H. W. M. S. or W. I. Elbows (Sqr.)	Black L. W. M. S. or W. I. Elbows (Sqr.)	Black H. W. M. S. or W. I. Elbows (Sqr.)	
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	
Elbows (Square)							
1/8"	.	0 12 3	0 13 0	0 11 0	0 11 6	0 11 6	
1/4"	.	0 12 3	0 13 0	0 11 0	0 11 6	0 11 6	
3/8"	.	0 13 6	0 14 6	0 11 9	0 12 6	0 12 6	
1/2"	.	0 15 9	1 1 0	0 13 6	0 15 0	0 15 0	
3/4"	.	1 2 0	1 3 6	1 0 0	1 1 3	1 1 3	
1"	.	1 5 6	1 7 6	1 3 0	1 4 0	1 4 0	
1·1/4"	.	1 15 6	2 2 0	1 11 6	1 14 0	1 14 0	
1·1/2"	.	2 6 6	2 8 6	2 0 9	2 4 0	2 4 0	
2"	.	3 13 9	4 2 9	3 6 3	3 11 0	3 11 0	
2·1/2"	.	8 10 0	9 5 3	7 9 6	8 4 0	8 4 0	
3"	.	12 11 0	13 12 0	11 2 0	12 2 6	12 2 6	
3·1/2"	.	19 15 6	21 9 9	17 8 3	19 2 0	19 2 0	
4"	.	25 7 3	27 8 0	22 4 3	24 5 6	24 5 6	
5"	.	86 4 6	93 4 6	74 15 0	82 9 0	82 9 0	
6"	.	136 4 0	147 4 9	119 5 0	130 5 9	130 5 9	

Elbows (Rd.).	Galvd. M. S. or W. I. Elbows (Round)	L. W. M. S. or W. I. Elbows (Round)	Galvd. M. S. or W. I. Elbows (Round)	H. W. M. S. or W. I. Elbows (Round)	Black L. W. M. S. or W. I. Elbows (Round)	Black H. W. M. S. or W. I. Elbows (Round)
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1/8"	.	0 13 6	0 14 6	0 11 9	0 12 6	0 12 6
1/4"	.	0 13 6	0 14 6	0 11 9	0 12 6	0 12 6
3/8"	.	0 14 6	0 15 9	0 12 6	0 13 9	0 13 9
1/2"	.	1 1 0	1 2 3	0 15 0	1 0 3	1 0 3
3/4"	.	1 4 6	1 6 3	1 2 0	1 3 9	1 3 9
1"	.	1 8 3	1 10 3	1 5 0	1 7 0	1 7 0
1·1/4"	.	2 1 9	2 4 6	1 13 6	2 0 6	2 0 6
1·1/2"	.	2 9 0	2 12 6	2 4 0	2 7 9	2 7 9
2"	.	4 3 9	4 9 3	3 11 6	4 0 9	4 0 9
2·1/2"	.	9 8 6	10 5 0	8 5 6	9 2 0	9 2 0
3"	.	14 8 6	15 11 6	12 12 3	13 14 6	13 14 6
3·1/2"	.	21 12 9	23 9 0	19 2 6	20 14 0	20 14 0
4"	.	27 4 3	29 7 8	23 13 9	26 1 0	26 1 0
5"	.	86 4 6	93 4 6	74 15 0	82 9 0	82 9 0
6"	.	136 4 0	147 4 9	119 5 0	130 5 9	130 5 9

M. S. Tees	Galvd. M. S. or W. I. Tees	L. W. M. S. or W. I. Tees	Galvd. M. S. or W. I. Tees	H. W. M. S. or W. I. Tees	Black L. W. M. S. or W. I. Tees	Black H. W. M. S. or W. I. Tees
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1/8"	.	0 14 6	0 15 9	0 12 6	0 13 9	
1/4"	.	0 14 6	0 15 9	0 12 6	0 13 9	
3/8"	.	0 15 9	1 1 0	0 14 0	0 15 0	
1/2"	.	1 2 0	1 3 6	1 0 3	1 1 6	
3/4"	.	1 7 0	1 8 9	1 4 0	1 6 0	
1"	.	1 10 9	1 12 9	1 7 6	1 9 6	
1·1/4"	.	2 4 6	2 7 3	1 15 9	2 2 6	
1·1/2"	.	2 12 9	3 0 6	2 7 6	2 10 9	
2"	.	4 9 6	4 15 9	4 0 6	4 6 6	
2·1/2"	.	10 7 0	11 4 9	9 2 6	9 9 6	
3"	.	16 5 6	17 10 9	14 5 0	15 10 9	
3·1/2"	.	23 10 3	25 8 6	20 8 6	22 9 9	
4"	.	29 0 9	31 6 3	24 12 9	27 10 9	
5"	.	89 0 9	96 3 9	77 15 9	85 3 0	
6"	.	140 12 6	152 3 6	123 5 0	134 11 0	

Size	Galvd. L.W. M.S. or W.I. Crosses.	Galvd. H.W. M.S. or W.I. Crosses.	Black L.W. M.S. or W.I. Crosses.	Black H.W. M.S. or W.I. Crosses.
<i>M.S. Crosses.—</i>				
1/8"	1 15 6	2 2 0	1 11 6	1 14 0
1/4"	1 15 6	2 2 0	1 11 6	1 14 0
3/8"	2 3 0	2 4 6	1 13 6	2 0 3
1/2"	2 8 0	2 11 3	2 3 0	2 6 0
3/4"	2 15 3	3 6 6	2 9 3	2 13 0
1"	3 11 3	4 0 0	3 4 0	3 8 9
1 1/4"	5 0 0	5 6 6	4 6 0	4 12 6
1 1/2"	5 15 6	6 8 0	5 3 9	5 11 6
2"	9 7 3	10 5 0	8 5 6	9 2 0
2 1/2"	10 15 6	21 10 6	17 8 0	19 0 0
3"	36 5 0	39 4 6	31 6 0	34 12 6
3 1/2"	50 13 9	55 0 0	44 8 9	48 11 0
4"	60 9 0	68 7 6	53 0 6	57 12 6
5"	199 13 6	218 0 6	174 15 9	191 3 0
6"	317 14 9	343 11 3	278 6 6	304 2 9
<i>M.S. Caps.—</i>				
Galvd. L.W. M.S. or W.I. Caps.	Galvd. H.W. M.S. or W.I. Caps.	Black L.W. M.S. or W.I. Caps.	Black H.W. M.S. or W.I. Caps.	
1/8"	0 4 3	0 4 6	0 3 9	0 4 0
1/4"	0 4 3	0 4 6	0 3 9	0 4 0
3/8"	0 4 3	0 4 6	0 3 9	0 4 0
1/2"	0 6 0	0 6 6	0 5 3	0 5 9
3/4"	0 7 3	0 8 0	0 6 3	0 7 0
1"	0 9 8	0 10 6	0 8 6	0 9 3
1 1/4"	0 14 6	0 15 9	0 12 6	0 14 0
1 1/2"	1 2 0	1 3 6	1 0 0	1 1 3
2"	1 13 0	1 15 6	1 9 6	1 12 0
2 1/2"	3 15 0	4 4 0	3 7 0	3 12 3
3"	5 7 0	5 14 3	4 13 3	5 3 6
3 1/2"	8 13 9	9 9 3	7 1 3	8 7 6
4"	9 8 6	10 5 0	8 5 0	9 2 0
5"	27 4 0	29 7 6	23 13 9	25 1 0
6"	40 14 6	44 3 0	35 12 6	39 1 9
<i>M.S. Plugs.—</i>				
Galvd. L.W. M.S. or W.I. Plugs.	Galvd. H.W. M.S. or W.I. Plugs.	Black L.W. M.S. or W.I. Plugs.	Black H.W. M.S. or W.I. Plugs.	
1/8"	0 3 6	0 4 0	0 3 3	0 3 6
1/4"	0 3 6	0 4 0	0 3 3	0 3 6
3/8"	0 3 6	0 4 0	0 3 3	0 3 6
1/2"	0 4 9	0 5 3	0 4 3	0 4 9
3/4"	0 8 0	0 6 6	0 5 3	0 5 9
1"	0 7 3	0 8 0	0 6 3	0 7 0
1 1/4"	0 9 6	0 10 6	0 8 6	0 9 3
1 1/2"	0 12 3	0 13 0	0 10 6	0 11 6
2"	1 2 0	1 3 6	1 0 0	1 1 3
2 1/2"	2 4 6	2 7 3	1 14 6	2 2 9
3"	4 4 0	4 10 6	3 12 6	4 2 0
3 1/2"	6 5 6	6 14 0	5 13 6	6 1 6
4"	9 1 3	9 6 0	7 15 3	8 11 0
5"	27 4 0	29 7 6	23 13 6	26 1 0
6"	43 9 6	47 2 3	38 2 6	41 11 3

Size	Galvd. L. W. M. S. or W. I.	Galvd. H. W. M. S. or W. I.	Black L. W. M. S. or W. I.	Black H. W. M. S. or W. I.
	Backnuts.	Backnuts.	Backnuts.	Backnuts.
<i>M. S. Backnuts.—</i>				
1/8"	0 2 3	0 2 6	0 2 0	0 2 3
1/4"	0 2 3	0 2 6	0 2 0	0 2 3
3/8"	0 2 3	0 2 6	0 2 0	0 2 3
1/2"	0 3 6	0 4 0	0 3 3	0 3 6
5/8"	0 4 3	0 4 6	0 3 9	0 4 0
1"	0 6 0	0 6 6	0 5 3	0 5 9
1 1/4"	0 7 3	0 8 0	0 6 3	0 7 0
1 1/8"	0 9 6	0 10 6	0 8 6	0 9 3
2"	0 15 9	1 4 0	0 13 9	0 15 0
2 1/2"	2 0 9	2 3 6	1 12 6	1 15 3
3"	3 2 9	3 7 0	2 12 6	3 0 6
3 1/2"	4 1 8	4 6 9	3 9 3	3 14 3
4"	5 1 0	5 6 6	4 6 6	4 15 6
5"	16 5 9	17 10 9	14 5 0	15 9 9
6"	23 10 3	25 8 6	20 11 3	22 9 6

	Galvd. L. W. Barrel Nipples Class 'B'	Galvd. H. W. Barrel Nipples Class 'C'	Black L. W. Barrel Nipples Class 'B'	Black H. W. Barrel Nipples Class 'C'
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
<i>Barrel Nipples.—</i>				
1/8"	0 5 9	0 6 6	0 4 9	0 5 3
1/4"	0 5 9	0 6 6	0 4 9	0 5 3
3/8"	0 5 9	0 6 6	0 4 9	0 5 3
1/2"	0 7 0	0 8 0	0 5 9	0 6 3
5/8"	0 8 0	0 9 0	0 6 6	0 7 3
1"	0 10 6	0 12 0	0 8 6	0 9 6
1 1/4"	0 13 6	0 15 9	0 11 0	0 12 6
1 1/2"	1 2 3	1 5 0	0 14 9	1 0 9
2"	1 8 0	1 11 9	1 3 6	1 6 0
2 1/2"	2 9 0	2 15 6	2 1 0	2 6 0
3"	3 6 6	3 15 0	2 12 3	3 2 6
3 1/2"	5 2 6	5 15 6	4 2 9	4 10 6
4"	5 15 6	6 15 3	4 13 6	5 8 6
5"	11 1 9	12 13 0	9 1 3	10 5 0
6"	17 12 3	20 8 0	14 9 0	16 8 6

	Galvd. Nipples Class 'B'	Galvd. Nipples Class 'C'	Black Nipples Class 'B'	Black Nipples Class 'C'
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
<i>Nipples.—</i>				
1/8"	0 2 3	0 2 6	0 2 0	0 2 3
1/4"	0 2 3	0 2 6	0 2 0	0 2 3
3/8"	0 2 3	0 2 6	0 2 0	0 2 3
1/2"	0 3 6	0 4 0	0 3 3	0 3 6
5/8"	0 4 3	0 4 6	0 3 9	0 4 0
1"	0 4 9	0 5 3	0 4 3	0 5 0
1 1/4"	0 7 3	0 8 0	0 6 3	0 7 0
1 1/2"	0 9 6	0 10 6	0 8 6	0 9 3
2"	0 14 6	0 15 9	0 12 9	0 15 6
2 1/2"	2 0 9	2 3 6	1 12 6	1 15 3
3"	3 2 9	3 7 0	2 12 6	3 0 6
3 1/2"	4 1 6	4 6 9	3 9 3	3 14 3
4"	5 1 0	5 6 6	4 6 6	4 15 6
5"	16 5 9	17 10 9	14 5 0	15 9 9
6"	23 10 3	25 8 6	20 11 3	22 9 6

Size	Galvd. M. S. or W. I. Bends Class 'B'	Galvd. M. S. or W. I. Bends Class 'C'	Black M. S. or W. I. Bends Class 'B'	Black M. S. or W. I. Bends Class 'C'
	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
<i>Bends.—</i>				
1/8"	0 9 0	0 10 6	0 7 3	0 8 6
1/4"	0 9 0	0 10 6	0 7 3	0 8 6
3/8"	0 10 6	0 12 0	0 8 6	0 9 9
1/2"	0 12 6	0 14 3	0 10 0	0 11 6
3/4"	1 0 0	1 2 6	0 18 0	0 15 0
1"	1 6 8	1 9 6	1 2 0	1 4 6
1 1/4"	2 3 0	2 0 6	1 18 0	2 1 3
1 1/2"	2 11 3	3 2 3	2 3 0	2 8 6
2"	4 6 9	5 2 0	3 9 0	4 1 6
2 1/2"	10 5 0	10 9 9	8 5 6	9 7 9
3"	15 5 6	17 13 6	12 8 0	14 3 9
3 1/2"	21 3 0	24 12 0	17 4 0	19 12 0
4"	27 12 3	32 11 0	22 8 0	26 2 0
5"	93 5 0	107 12 0	76 4 0	86 9 9
6"	133 5 0	153 14 9	108 8 6	124 11 0

Galvd. L.W. M. S. or W. I. Unions	Galvd. H. W. M. S. or W. I. Unions	Black L. W. M. S. or W. I. Unions	Black H. W. M. S. or W. I. Unions
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M. S. Unions.—

	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1/8"	1 13 0	1 15 6	1 10 0	1 12 0
1/4"	1 13 0	1 15 6	1 10 0	1 12 0
3/8"	2 4 6	2 7 3	1 15 6	2 2 9
1/2"	2 11 6	2 15 0	2 6 0	2 8 9
3/4"	3 10 0	3 14 9	3 3 0	3 7 6
1"	4 15 9	5 8 6	4 6 0	4 12 6
1 1/4"	6 2 3	6 10 0	5 5 9	5 13 9
1 1/2"	7 4 0	7 13 9	6 5 9	6 15 3
2"	9 1 3	9 13 0	7 15 0	8 11 0
2 1/2"	15 14 3	17 3 0	13 0 6	14 12 9
3"	20 7 0	22 1 6	17 13 6	19 7 5
3 1/2"	24 15 9	27 0 0	22 6 0	23 14 0
4"	31 12 6	34 6 0	27 13 0	30 6 8
5"	59 15 3	64 13 0	52 8 0	57 5 9
6"	95 6 0	103 1 9	82 11 6	91 4 0

Galvd. and Black M. S. Flanges Tables 'D' and 'E'	Galvd. Un- drilled Flanges, Table 'D'	Galvd. Un- drilled Flanges, Table 'E'	Black Un- drilled Flanges, Table 'D'	Black Un- drilled Flanges, Table 'E'
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	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1/2"	1 1 0	1 3 6	0 14 9	1 2 6
3/4"	1 3 6	1 6 9	1 1 3	1 4 3
1"	1 6 6	1 10 3	1 3 9	1 7 3
1 1/4"	1 13 6	2 2 3	1 9 9	1 14 6
1 1/2"	2 1 9	2 7 3	1 13 9	2 2 9
2"	2 12 0	3 6 3	2 8 6	3 0 0
2 1/2"	3 10 0	4 1 3	3 1 0	3 8 6
3"	5 1 6	5 12 3	4 7 0	4 14 0
3 1/2"	6 1 0	6 14 0	4 13 9	5 11 6
4"	6 14 0	7 14 3	5 9 6	6 8 3
5"	10 12 9	12 6 9	8 13 6	10 5 6
6"	16 3 3	18 7 0	13 2 9	15 9 6

Galvd. & Blk. M. S. Flanges Galvd. Flanges, Galvd Flanges, Black Flanges, Black Flanges
Tables 'F' Table 'F', Table 'H' Table 'F' Table 'H'
and 'H'

	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.
1/2"	1 5 0	1 14 9	1 2 9	1 8 6
3/4"	1 8 0	1 14 9	1 5 6	1 12 0
1"	2 4 0	2 8 3	1 11 6	2 4 6
1.1/4"	2 13 0	3 4 9	3 2 0	2 12 9
1.1/2"	3 12 0	4 1 9	3 6 0	2 13 3
2"	7 4 6	7 11 3	6 3 0	7 0 3
2.1/2"	8 8 0	9 4 0	7 8 9	8 4 9
3"	8 9 3	10 6 6	7 8 0	9 4 9
3.1/2"	10 9 9	11 7 3	9 2 6	10 2 3
4"	14 10 3	17 5 6	12 11 6	15 8 9
5"	22 6 6	26 1 6	20 4 9	25 1 3
6"	27 14 0	34 5 9	24 1 0	30 0 3
7"	35 14 9	46 14 6	31 4 0	42 3 3
8"	48 8 6	57 12 3	42 4 0	52 0 3
9"	55 14 3	73 11 6	49 2 9	66 6 0
10"	62 8 9	83 10 0	53 7 0	74 10 0
12"	96 6 0	124 12 0	83 2 3	112 5 2

M. K. POWVALA,
Iron and Steel Controller.

[No. I(1)-1(146).]
K. P. SIRCAR, Under Secy.

MINISTRY OF AGRICULTURE

New Delhi, the 16th August 1950

S.R.O. 446.—In exercise of the powers conferred by section 17 of the Indian Oilseeds Committee Act, 1946 (IX of 1946), the Central Government is pleased to make the following amendment in the Indian Oilseeds Committee Provident Fund Rules, 1949, the same having previously been published as required by sub-section (1) of the said section namely:—

For sub-rule (4) of Rule 20 of the said Rules, the following sub-rule shall be substituted, namely:—

“(4) The custody and disbursal of the fund shall be regulated by rule 27 of the Indian Oilseeds Committee Rules 1947, exactly in the same manner as the funds of the committee, provided that the current account of the fund may with the approval of the President be also kept in the Post Office Savings Bank”.

[No. F. 40-20/48-Comm.]

A. N. BERY, Under Secy.

New Delhi, the 21st August 1950

S.R.O. 447—In exercise of the powers conferred by section 8 of the Agricultural Produce (Grading and Marking) Act, 1937 (I of 1937), the Central Government is pleased to direct that the following further amendments shall be made in the Sanu Hemp Grading and Marking Rules, 1942, the same having

been previously published as required by the said section, namely:—

In Schedule VI to the said Rules—

1. Under the heading '(i) C. P. Quality', after 'Jubbu'pore No. 1' the following shall be inserted, namely:—

"Shorts 251 lbs. Creamy to grey

2. Under the heading '(ii) Kantabanji—Raigarh Quality', after 'Jubbulpore No. 1' the following shall be inserted, namely:—

"Shorts 30 lbs. Creamy to _____ " grey

[No. F. 4-8/50-Co.]

P. M. DAS GUPTA, Dy. Secy.

MINISTRY OF REHABILITATION

New Delhi, the 9th August 1950

S.R.O. 448.—In exercise of the powers conferred by section 4 of the Influx from Pakistan (Control) Act, 1949 (XXIII of 1949), the Central Government is pleased to direct that the following further amendment shall be made in the permit System Rules, 1949, namely:—

In each of Forms A and B set out in Appendix 1, to the said Rules, for item 13, the following item shall be substituted namely:—

13. The date from and the period for which the permit is required.

[No III/PMT(X-4), 50-N(11)]

M. L. PURI, Under Secy.

New Delhi, the 26th August 1950

S.R.O. 449.—In exercise of the powers conferred by section 16 of the Displaced Persons (Claims) Act, 1950 (XLIV of 1950), the Central Government is pleased to direct that the following further amendment shall be made in the Displaced Persons (Registration of Claims) Rules, 1950:—

To rule 4 of the said rules, the following proviso shall be added, namely:—

Provided that where the claimant resides outside India, the claim may be accompanied by a receipt for the amount of the fee issued by an officer authorised in this behalf by the Representative of India in the country where the claimant resides.

[No. 1(6)/JCCC/50]

S. B. CAPOOR, Joint Secy.

MINISTRY OF COMMUNICATIONS

(Posts and Telegraphs)

New Delhi, the 16th August 1950.

S.R.O. 450—In exercise of the powers conferred by the Indian Post Office Act, 1898 (VI of 1898), the Central Government is pleased to direct that

the following further amendment shall be made to the Indian Post Office Rules, 1933, namely:—

In rule 5 of the said rules after the entries below the heading "Printed papers (including newspapers and books)" the following new heading and entries shall be added, namely—

"Express delivery unregistered letters, postcards and book packets.

Express delivery unregistered letters or postcards or book packets..... Anna six in addition to the postage for the same article when not intended for express delivery."

[C.70. 16.47.]

K. V. VENKATACHALAM, Dy. Secy.

New Delhi, the 22nd August 1950

S.R.O. 451.—The following draft of a further amendment to the Indian Aircraft Rules, 1920, which it is proposed to make in exercise of the powers conferred by section 5 of the Indian Aircraft Act, 1934 (XXII of 1934), is published as required by section 14 of the said Act for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 30th November 1950. Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government

Draft Amendment.

In clause (b) of rule 58 of the said Rules, the words "Chief Customs-authorities" shall be omitted.

[No. 10-A/51-48]

P. K. ROY, Dy. Secy.

MINISTRY OF LABOUR

New Delhi, the 17th August 1950

S.R.O. 452.—In pursuance of clause (d) of sub-section (1) of section 10 of the Indian Mines Act, 1923 (IV of 1923), it is hereby notified that the Indian Mining Association, Calcutta has nominated Mr. G. W. Hogg of the Eastern Coal Co. Ltd., to be a member of the Mining Board for coal mines in Bihar in place of Mr. J. McCrae retired.

[No. Mines 48(2)50/I.]

S.R.O. 453.—In pursuance of clause (d) of sub-section (1) of section 10 of the Indian Mines Act, 1923 (IV of 1923), it is hereby notified that the Indian Mining Association, Calcutta, has nominated Mr. G. W. Hogg of the Eastern Coal Co. Ltd., to be a member of the Mining Board for mines other than coal mines in Bihar in place of Mr. J. McCrae, retired.

[No. Mines 48(2) 50/II]

S.R.O. 454.—The Central Government is pleased to re-appoint Shri P. H. Pandya as a member of the Board of Examiners constituted under regulation 29 of the Indian Coal Mines Regulations 1926, for a further period of three years from the 10th October 1950

[No. M. 41(28)50.]

New Delhi, the 18th August 1950

S.R.O. 455.—The Central Government is pleased to re-appoint with effect from the 10th October 1950 upto the 31st March 1951, Mr. L. J. Barraclough to be a member of the Board of Examiners constituted under regulation 29 of the Indian Coal Mines Regulations, 1926.

[No. Mines. 41(28)50.]

P. N. SHARMA, Under Secy.

New Delhi, the 18th August 1950

S.R.O. 456.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the All India Industrial Tribunal (Banks Disputes), in the matter of alleged victimization etc., in the States of Uttar Pradesh, Delhi and Punjab.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK
DISPUTES), BOMBAY.

ADJUDICATION

BETWEEN

Allahabad Bank, Limited,
Bank of Bikaner, Limited,
Bharat Bank, Limited,
Calcutta National Bank, Limited,
Central Bank of India, Limited,
Central Calcutta Bank, Limited,
Gadodia Bank, Limited,
Hind Bank, Limited,
Hindustan Commercial Bank, Limited,
National Bank of India, Limited,
National Bank of Lahore, Limited,
Punjab National Bank, Limited,
United Commercial Bank, Limited,

AND

Their Workmen

In the matter of alleged victimization, applications under section 83, etc., in the States of Uttar Pradesh, Delhi and Punjab

APPEARANCES

Mr. B. N. Khanna, Advocate, with Mr. Bishnu Das, for the Allahabad Bank.

Mr. Har Dayal Hardy, Advocate, for the Bank of Bikaner.

Mr. R. N. Rastogi, Staff Superintendent, for the Bharat Bank.

Mr. Manohar Lal Bagai, Advocate, for the Calcutta National Bank.

Mr. B. N. Khanna, Advocate, with Mr. N. B. Wadia, for the Central Bank of India.

No appearance for the Central Calcutta Bank.

Mr. Manohar Lal Bagai, Advocate, for the Gadodia Bank.

No appearance for the Hind Bank.

Mr. Uma Shankar Mehrotra for the Hindustan Commercial Bank

No appearance for the National Bank of India Limited.

No appearance for the National Bank of Lahore Limited.

Mr. Charan Das Puri, Advocate, with Mr. Somesh Chandra Sharma, for the Punjab National Bank.

Mr. D. R. Patney for the United Commercial Bank.

Mr. J. N. Mehrotra, General Secretary, for the U. P. Bank Employees' Union, Kanpur.

Mr. Vidya Sagar for the Punjab National Bank Employees' Union, Ludhiana.

Mr. K. C. Taneja, in person.

Mr. H. L. Parvansh and Mr. R. L. Sally for the Bharat Bank Employees' Union, Delhi.

Mr. Sunder Lal Chandna for the U. P. Bank Employees' Union, Dehra Dun.

Mr. A. C. Kakkar for the U. P. Bank Employees' Union.

Mr. N. S. Khare for the U. P. Bank Employees' Union.

Mr. V. N. Mehrotra for the U. P. Bank Employees' Union.

Mr. G. G. Tandon for the U. P. Bank Employees' Union.

Mr. R. N. Sharma for the Bank of Bikaner Employees' Association, Bikaner.

AWARD

The cases which are dealt with in this award were heard at Mussoorie between the 2nd and the 9th June 1950.

ALLAHABAD BANK, LIMITED.

Dina Nath Rai

This employee was getting a salary of Rs. 80 at Calcutta, consisting of Rs. 65 as pay plus Rs. 15 as local allowance for employees in Calcutta. He was transferred from Calcutta to Banaras at his own request in March 1948 and was hence deprived of the local allowance. He was, however, in pursuance of the bank's resolution to give a concession to all clerks working under them an increase of minimum basic salary for every one who had completed four years' service in July 1947, given a basic pay of Rs. 70 per month. He got an increment of Rs. 5 in 1948.

He complained to the Labour Commissioner about the deprivation of his allowance of Rs. 15 and he got a sum of Rs. 10 per month as a result of this complaint. Therefore, he says now that he has been put to a loss of Rs. 5 per month since March 1948. He speaks of a loss of Rs. 10 per mensem presumably on the basis that his salary on the date of his transfer was Rs. 80

as stated already and that the increment of Rs. 5 was due to him in January and February 1950 which was not given. Thus he contends that instead of getting Rs. 85 per month he got only Rs. 75 at Banaras and that the difference of Rs. 10 is the loss. For the bank it was pointed out that on 1st April 1947 he was drawing Rs. 45 as basic pay plus Rs. 15 as local allowance and that there was a general increase awarded by the bank of 25 per cent with the result that he got Rs. 60 plus 15 or Rs. 75 on 1st January, 1948. He was given an annual increment of Rs. 5, bringing the total to Rs. 80. When he was transferred to Banaras at his own request his local allowance of Rs. 15 was deducted and he was given Rs. 65 only.

The question is whether Rs. 15 which was given as a Calcutta allowance and incorporated in the basic salary was a part of the basic salary for all purposes or whether the incorporation was only for the calculation of certain allowances and benefits such as dearness allowance, bonus, provident fund, gratuity etc. We have little doubt that the bank's contention is correct. A local allowance is payable only so long as the employee is in a particular place. It ceases on a transfer to another place; and in this case the transfer was at the employee's own request. That it has got into the basic salary for certain purposes does not deprive it of its character as a local allowance. This is sufficient answer to the demand of the employee and his petition is rejected.

G. G. Tandon and 10 others.

The question that the employees have raised in this petition of theirs is that they should be paid at the same rates of pay as were awarded to head clerks, supervisors and departmental-in-charges by Mr. B. B. Singh in his Award dated the 11th March 1947 in paragraphs 12 and 13 of the same. It is also said on their behalf that the bank is paying to the head cashiers at their sub-offices and agencies the same rate as was prescribed by Mr. B. B. Singh. It is contended on behalf of the bank that the cashiers in pay offices and token offices are not to be treated on the same footing as the class specified by Mr. B. B. Singh and that an identical claim put forward by the employees before the U. P. Conciliation Board, prescribed over by Mr. Justice Bind Basani Prasad to consider any modifications that may be necessary in Mr. B. B. Singh's award, was negatived. The matter is dealt with on page 43 of the printed book giving the conclusions of the Conciliation Board. Issue No. 26 before the Conciliation Board dealt with this particular question and it appears that the Board gave a finding to the effect that these persons were not entitled to get the grade of departmental in-charges. The finding on issue No. 26, however, was not published by Government but was withheld.

The question was apparently re-agitated by the employees and we have now before us the reference by the Central Government comprised in issue No. 28 to this effect.

“Whether head cashiers or treasurers' representatives or any employees who perform their functions are to be treated as Departmental In-charges.”

This issue has to be dealt with by us in the main award and the decision which we reach them will govern the present case also, not only with reference to the salaries but also with reference to retrospective operation. It is hence unnecessary to deal with this particular application as to individual cases.

J. K. Khatar.

This employee retired from the service of the Allahabad Bank on the 30th August 1949 after completing 80 years of service. He says that he need not

have been retired and he claims that by having been retired he has been put to a loss of Rs. 240 a month. This is an unsubstantial claim and cannot be allowed.

As regards pension and provident fund, the bank has been quite ready to pay the same to him. It is contended on their behalf that he did not choose to inform them despite their letters where he wanted to draw the two sums due to him. It may be that he did not reply to the letters because he thought that he had a grievance about his retirement and that taking the amount may prejudice his claim before the Tribunal.

The learned advocate for the bank says that the moment he informs them where he wants the pension and provident fund amounts to be paid, they will make suitable orders as to payment without any delay. No direction from us, therefore, is necessary.

Application by U. P. Bank Employees' Union re: Adjustment of pay-scales:

This is an application made by the U. P. Bank Employees' Union in regard to the adjustment of pay-scales of cashiers according to the award of Mr. B. B. Singh. After the publication of Mr. B. B. Singh's award, the Allahabad Bank, by its circular No. 165/28/606 dated the 4th June 1947, sanctioned adjustments of pay-scales of existing staff in the following manner:

(a) Clerks with two years service experience

—Rs. 65 p. m. start,

(b) Clerks with four years service experience

—Rs. 70 p. m. start,

but no adjustment was made as regards the pay scales of Cashiers. Under the said award the clerks, cashiers and money-testers were to be in the same grade, viz. Rs. 60-4-100-E.B.-5-150. No satisfactory explanation has been offered by the Bank to justify this discrimination after the award came into force, and we see no reason why it should be allowed to stand. We, therefore, direct the bank to give the same benefit by way of adjustment to the cashiers as has been given to the clerks, so that they may be paid the same emoluments now as a clerk similarly circumstanced would be getting by reason of the adjustment above-mentioned. We further direct that the cashiers shall be paid the arrears arising out of such adjustment as from 1st January 1949 and that the said adjustment and payment shall be made within two months of the publication of this award.

BANK OF BIKANER, LIMITED

R. N. Sharma and 7 others:

R. N. Sharma and 7 others are the petitioners before us in this matter and the respondent is the Bank of Bikaner. Sharma represents the petitioners and Mr. H. Hardy appears for the bank.

The eight employees were serving in the Bank of Bikaner—6 of them in the branch office and 2 in the head office. For reasons which we need not go into, their services were terminated on the 26th July 1949. They have come up before us with an application dated the 12th September 1949 alleging victimization.

The question of our jurisdiction arises in the forefront. We have already held in our Award dated the 2nd December 1949 relating to interim relief to the Bank employees in the State of Madras that we have no jurisdiction in such a case. That decision governs the present case also.

Further, the dispute arose in this case after the 18th June 1949, the date of the notification constituting this Tribunal. This, again, is a reason why we cannot deal with this matter.

We understand that the employees have moved the Central Government in the matter and our attention was drawn to a letter from the Government stating that the question of extending the jurisdiction of this Tribunal to the acceding States was receiving their attention and that at present they could not intervene in the matter. No reference has been made to us by the Central Government and we are unable to help the employees.

The petition is rejected.

BHARAT BANK, LIMITED

Rajaram Gupta:

The complaint was about wrongful termination of service. His case was referred to Shri Saksena for adjudication by the U. P. Government on 18th February 1949 who made his award on 5th April 1949 which was published by the Government. In the circumstances the matter cannot be re-agitated before this Tribunal. We make no order.

B. P. Shukla:

He joined on 1st March 1946 on a basic salary of Rs. 200 in the grade 200—20—400 and was the Sub-Manager of the Ghandhinagar Branch of the Bank at Kanpur. His services were terminated on 1st November 1947. His case is that no explanation was called for nor any reasons assigned for such termination, that it was done with a view to provide in his place one Shri Sitaram Gosain, who happened to be the son-in-law of Shri B. N. Kanagat, Office Superintendent at the head office as also on account of the personal malice of the Manager. He has claimed re-instatement, bonus for the years 1946/47 and onwards and increments which fell due in March, 1947 and onwards every year, all arrears of salary and allowances and reasonable compensation which he assesses at Rs. 4,500.

The bank has replied to his case by taking a preliminary point that the Tribunal has no jurisdiction because he was not a workman and on the merits, stating that he was unfit to be retained in service for the following reasons:

- (i) He was in the habit of making unauthorised loans to the parties and when the rate of interest was enhanced, he was negligent in not obtaining the written consent of the parties that the enhanced rate of interest was applicable to them.
- (ii) His antecedents relating to the period of his service in the Hindusthan Commercial Bank, Ltd., Kanpur, came to its notice which showed that he used to cancel material facts from his employers, that he used also to give wrong information and that he had been degraded while in the said bank.
- (iii) He made a mis-statement in the standard application form when he applied for service in the bank by not mentioning that he had worked as a clerk previously.

According to the bank, he was liable to summary dismissal but the bank took a lenient view and gave him three months salary in lieu of notice and dispensed with his services as soon as the accounts in respect of the advances were adjusted.

As to the preliminary point, the bank has contended that in this case there is no industrial dispute within the meaning of Section 2 (k) of the Industrial Disputes Act, as interpreted by us in former awards, and that, therefore, the Tribunal has no jurisdiction. It appears that after the termination of his services on 1st November 1947 he made an application to the Labour Commissioner, U. P., through the Secretary U. P. Bank Employees' Union, Kanpur, in which he made substantially the same allegations and the same

claims (except as to reinstatement) as have been made before us. The U. P. Government by its order dated the 30th November, 1948, referred this case as also some other cases for adjudication and a copy of this order was served on the Secretary of the Bank Employees' Union, Kanpur. The Adjudicator similarly gave notice of hearing of the application to the President U. P. Employees' Union, Kanpur. A strike notice was given in November, 1947 in connection with certain demands made by the workmen, one of which was regarding the case of this employee. All the cases were finally adjudicated upon on 5th January 1949 and the U. P. Government ordered the implementation of the award except in so far as it related to this employee. A copy of this order was also served on the Secretary of the U. P. Bank Employees' Union, Kanpur.

The U. P. Government on 12th September 1949 cancelled the adjudication order made on the application of this employee holding that he was not a workman as defined in the U. P. Industrial Disputes Act, 1947 and a copy of this order was also served on the Provincial Secretary of the U. P. Bank Employees' Union.

The employee on 3rd January 1950 requested the U. P. Government to revise the decision but the said Government by its order dated the 14th January 1950 asked him to refer the case to this Tribunal. Thereupon this application was made before us on 4th April, 1950 and was taken up by the U. P. Bank Employees' Union. On these facts it is clear that the workmen took up the case of this employee from the time of the termination of his services and as such it became an industrial dispute which could be adjudicated upon by us on the principle already enunciated by us. The bank's contention on the preliminary point, therefore, fails.

Now coming to the merits of the case. it is not alleged by the bank that at the time of the termination of his services, any reasons were assigned or any explanations were called for.

We find that on 30th April, 1946, the bank called for an explanation from him as to why he concealed the fact of having served in the Bank for three months in 1943, when he filled in the standard application. On 1st May, 1946 he submitted an explanation. Apparently this explanation was accepted by the bank and no steps were taken on that ground and he was allowed to continue in the service as before. We must, therefore, hold that if there was misconduct on his part on that account, it was condoned by the Bank. As to the ground of unauthorised advances which are alleged to have been made to 4 firms, viz., (1) Laltaprasad & Co. (2) Rattan & Co. (3) S. D. Ganpat Dyal, (4) Associated Waste Co., it appears the bank asked for an explanation and the employee stated that the advances had been made with the knowledge and permission of the manager of the Nayaganj Branch. The said Manager, having denied the allegation, by a letter dated 3rd February, 1947, the bank called upon him to submit an explanation for making a false statement with regard to the advances.

In the letter it was also stated. "You had undertaken to adjust advances No. 1 and 2 by 31st January, 1947 and advance No 4 before 15th February. Please advise if advances No 1 and 2 have been adjusted by now. The present position of all the four accounts should be advised to us". On the 7th February, 1947 he submitted the explanation as to the advances to Associated Waste Co. stating that the Manager did not give the permission in writing to allow the advances in question, "but the chain of circumstances, namel., issuing of cheque on the Reserve Bank of India and himself forwarding to the Imperial Bank of India for the credit of Government Account, and recommending to H. O. about the same for obtaining the sanction for a temporary period, and

the like, go to show that the transaction was made within his knowledge and consent". He further stated that there was nothing to show that the Manager ever questioned or disapproved of the advances having full knowledge about the H. O. sanction for a limit of Rs. 50,000 in the party's favour. With regard to the other three accounts, he stated that the account of S. D. Ganpat Dyal had been adjusted on the previous day and that as regards Laltaprasad & Co. and Ratan & Co. he was addressing the bank separately. No information has been given to us as to the state of the accounts of these firms. While submitting the explanation as above he stated that he would be in a position to clarify his position in the presence of the Manager of Nayaganj Branch. He assured the Head Office as to "the satisfactory liquidation by the stipulated time". Mr. Mehrotra on behalf of the employee has produced before us a photographic print of a letter addressed by the Manager to the employee to show that the Manager was aware of these advances. No satisfactory explanation has been offered by the bank to meet this point. It has neither been shown by the bank if the employee was given an opportunity to clarify the position in the presence of the Manager as he suggested nor has it been shown whether, if so when, the advances were adjusted. In these circumstances it is impossible to come to the conclusion that the advances were unauthorised or that his services were terminated as soon as they were realised. As to the negligence of the employee in not carrying out the instructions in not obtaining the written consent of the parties to pay enhanced rate of interest against the advances, it appears that no explanation was asked from him nor as regards his alleged antecedents during the period of his service in the Hindusthan Commercial Bank, which are also stated to be grounds for termination of his services. His allegation that he was replaced by Sitaram Gosain, a relative of the Office Superintendent and that he was victimised out of "selfish motive and orgy of provincialism and personal malice of the Manager" has not been denied by the bank in its written statement. On these facts we are inclined to hold that the employee's allegations may have a real basis and that the main charge against him of having made unauthorised advances not having been established to our satisfaction, it would be proper to direct his re-instatement in his proper grade and payment to him by the bank of a sum of Rs. 2,000 in full settlement of all his claim, including salary, allowances and increment up till the date the date of re-instatement. The re-instatement and payment should be made within a month of the publication of this award.

Asa Nand Narang:

His case was taken up at Dehra Dun on 17th April 1950. He was not present. We were of opinion that the Tribunal had no jurisdiction as he was a clerk in the Udaipur State. By a letter addressed to the Secretary of the Tribunal he explained the reasons for his absence. We, thereupon, issued notice for hearing his case again. He again did not appear. We adjourned the case and fixed the hearing along with other cases again. He did not appear. His application is rejected.

Bhagwat Saran:

He was a chowkidar and was dismissed on 7th July 1947 by the bank. The bank on its initiative offered to reinstate him but he refused to join unless he was paid the salary and allowances for the period during which he had remained unemployed. In any event the bank took him back in service and he is till now in service. On the date that he entered service he gave a letter in favour of the bank giving up all his claims against it for his arrears of salary and allowances which he had claimed before. It has been alleged on his behalf that this letter was obtained from him by force or under influence.

This allegation is denied by the bank. It is not necessary for us to decide the question having regard to the fact that the matter has now been amicably settled, the bank agreeing to pay Rs. 800 to him in full satisfaction of all his claims. We direct that this amount shall be paid within a month of the publication of this award.

M. L. Sharma:

He resigned from the service of the bank on 21st April 1949. By its application made on 5th March 1950, the U. P. Bank Employees' Union demanded (1) payment to him of the Dearfood Allowance at 80 per cent. of the salary from 1st January 1947 to 21st April 1949 and (2) payment of the amount due to him from 1st January 1949 to 21st April 1949 under the award granting interim relief. As both the demands relate merely to the implementation of previous awards, we do not think that we can deal with them and hence we decline to give any direction.

G. D. Chowla:

The complaint in regard to this employee is as to stoppage of increments and withholding of a certain part of the dearness allowance. His case is that he joined the service of the bank on 19th February 1948 and he got his yearly increments in the years 1944, 1945 and 1946, but his yearly increment was withheld from 1st April 1947 without any reason being assigned. After the partition he left Western Punjab and he reported at the head office at Delhi on 27th October 1947 where he had worked till 5th December 1947. He was posted at Aligarh on 5th December 1947 and became entitled to the benefit of the U. P. award made by Mr. B. B. Singh. The bank withheld the increment due from 1st January 1948 under the said award and so he applied to Regional Labour Commissioner in July 1949. The Regional Labour Commissioner ordered the payment of the arrears and the increments from 1st January 1948 but the Bank refused to pay. The bank further withheld the allowance which he was entitled to under the said U. P. award as also under the by-laws of the bank. According to him the total amount of the dearness allowance due is Rs. 398 out of which he has withdrawn Rs. 112/- leaving a balance of Rs. 280/- due to him. The bank's case is that in December 1947, the post of Assistant Accountant became vacant at Aligarh where he was transferred; he was then drawing a salary of Rs. 108 per mensem in the grade of Rs. 80—7—150. On his transfer to Aligarh his salary was raised from Rs. 108 to Rs. 120 p.m. in the grade of Rs. 120—8—200—10—300 under the terms of Mr. B. B. Singh's award. His dearness allowance was also enhanced from Rs. 15 to Rs. 86 per mensem and he is not entitled to get any further increment from 1st January 1948 as claimed by him. The increment would be due only from 1st January 1949, i.e., after the completion of one year's service. The dispute between the parties arises as regards the interpretation of the award of the U. P. Conciliation Board. The question raised is whether, if an employee was already drawing the minimum or more prescribed by the award, his annual increment should accrue from the date on which it used to fall due in the past or from the 1st January 1948. At page 28 of the printed award dealing with this question, the Board said, "This Award introduced a new grade for the employees with effect from 1st January, 1947. It gave them better grades and higher maxima. A new leaf was turned in their career on the 1st January, 1947 and it is only fair that the future increments of all those who claim the grades prescribed by Shri B. B. Singh should fall due from 1st January, 1948." On this principle the employee claims that his next increment should be from 1st January 1948 whereas the bank contends that having been already placed in the grade in terms of Mr. B. B. Singh's award, his

salary increasing from Rs. 108 to Rs. 120 and his rearsed allowance from Rs. 15 to Rs. 36 in December 1947, he could not be entitled to an increment as from 1st January 1948. We are unable to accept the contention of the bank. According to the award quoted above, in his case also "a new leaf would be turned" on the 1st January, 1948 even though he might have got an increment in December, 1947. We hold accordingly, and direct the bank to pay the increment due to him from 1st January 1948.

As regards the claim for the dearness allowance, the bank has not in its written statement disputed the genuineness of the claim. We shall, therefore, direct the payment of the sum of Rs. 280-8-0 claimed by him. All arrears due to him on the date of the publication of the award are directed to be paid within a month of such date.

7 cases relating to 7 employees of the Bharat Bank were brought to the notice of this Tribunal by an application dated the 10th April 1950. There has been no good explanation in general of the delay in making this application.

Shamlal Vaid.

His services were dispensed with on the 2nd June 1949 in the following circumstances. He took 45 days' leave up to November 18, 1948 and since then remained continuously on leave up to the 17th December 1948 when an order terminating his services after serving one month's notice was made by the bank. On his submitting a medical certificate however, the said order was revised and he was granted leave up to the 17th January 1949. Subsequently the period of his leave was extended up to the 1st February 1949. He again sent a representation whereupon the period was extended up to the end of February 1949. Subsequently on his producing a medical certificate he was allowed further leave up to the 30th April. On the 3rd May a telegram was received from him requesting that two months' further leave should be granted. This was not followed by a letter confirming the telegram or by a medical certificate. He had by this time exhausted all leave due to him and had to remain on leave without pay with effect from the 11th January 1949. The bank waited for a month and wrote to him on the 2nd June that he was considered to have voluntarily vacated his post. The Union has now produced a certificate from a doctor showing that he was under his treatment till the end of March 1950. That might explain the delay in making the present application so far as he is concerned. There is a rule in the bank (rule 5) to the effect that an employee remaining absent from duty without permission whether in continuation of leave already granted or otherwise is liable to dismissal. At least in view of this rule Vaid should have supported his telegram by a medical certificate after the 3rd May 1949. After such long leave had been granted by the bank, a fact which shows that the bank could not have been prejudiced against him, if the bank waited for one month after receipt of the telegram and found that Vaid had neglected to take the ordinary precaution of confirming the telegram or sending a medical certificate, it cannot be said that the bank was not justified in terminating his services. Mr. Rastogi on behalf of the bank, however, has said that he has personal experience of Vaid's work, that he liked his work while he was on duty and that he would take him back into service as soon as there was a vacancy in the bank. He has agreed that Vaid should be taken back in the first vacancy that occurs. In view of this it does not appear that the Tribunal should give any directions in this case.

Manek Chand Madhok:

His grievance is that as an assistant accountant holding a power of attorney he should have been given the pay of Rs. 120 per month according to the revised scales introduced in November, 1948, but that instead he had been getting the

ordinary pay of a clerk, *viz.*, Rs. 94 per month. He was a permanent assistant accountant with a power of attorney on Rs. 87 per month at the Gujranwala branch which ceased functioning on the 9th August 1947. He left Gujranwala on the 12th August and reached Jammu on the 18th August 1947. Thereafter on account of breaches in the road he could not leave Jammu when Jammu was subsequently attacked by raiders. He was brought with the help of the Indian forces to Pathankot and thence went to Amritsar in November 1947. There he learnt that the District Manager's office had been shifted to Delhi. He then went to Delhi, arriving there a few days later. On his reporting himself for duty he was sent to Chandni Chowk branch at Delhi on the 1st December 1947 on his old pay, *viz.*, Rs. 87 per month. In October 1948 he got an increment of Rs. 7, so that his pay became Rs. 94 per month. Next month the scales of pay of accountants and assistant accountants holding powers of attorney were revised bringing up their starting salary to Rs. 120 per month. The bank's case is that when he did not report to duty either at the headquarters or at the District Manager's office at Amritsar as required by a notice published in the papers at the time, he was considered to have vacated his post and his power of attorney was cancelled so that he was reappointed as a clerk at the Chandni Chowk branch at Delhi. This does not, however, appear to be true because (1) he was not appointed on the pay of a new entrant but on his last pay, *viz.*, Rs. 87 per month, (2) there is no remark anywhere in his service record to the effect that he was a new entrant and (3) his power of attorney could not be said to have been cancelled because it was specifically cancelled by an order dated as late as the 9th May 1950. There does not appear also to be any order stating that he was considered to have vacated his post. In view of these circumstances it appears that he remained a permanent assistant accountant holding a power of attorney and as such he would be entitled to Rs. 120 per month from November 1948. We direct accordingly and also direct the payment of all arrears due to him up to the date of the publication of this award within two months of such date.

Bhiwani Dutt Pant : He has at present no grievance.

Ganga Ram :

Brij Lal :

Ram Mal :

Raghunath Sahai :

All these are hundi-presenters working in the local branches at Delhi. Their grievance is that they were originally getting some allowance as cashiers but that on the 1st October 1948 when the dearness allowance was increased from Rs. 20 to Rs. 25 per month they were paid only Rs. 20 per month, i.e., Rs. 5 less than the cashiers. It is, however, to be noted that the clerk's scale of pay which applies to cashiers also *viz.*, Rs. 80—5—100 does not apply to hundi-presenters their scale of pay being Rs. 35—1—50. All the clerks get Rs. 10 per month as local allowance and Rs. 25 as dearness allowance while hundi-presenters are paid Rs. 10 as local allowance and Rs. 20 as dearness allowance. It is true that the peons under our interim relief award are getting Rs. 25 as pay and Rs. 25 as dearness allowance. It has been contended that a hundi-presenter's work is very responsible and that there is no reason why they should be treated as belonging to a category lower than that of clerks and cashiers. There is another class of employees, *viz.*, draftsmen who are at present getting the same dearness allowance as hundi-presenters. Their pay scale is Rs. 30—3—60, that is, the maximum pay is higher than that of a hundi-presenter and their increment is also more. Mr. Somesh Chandra on behalf of the Punjab National Bank on being questioned also stated that in his bank draftsmen and hundi-presenters are on the same scale of pay which is less than

that applicable to clerks and cashiers. In view of all this evidence it does not appear that any case has been made out for increase of dearness allowance in the case of these four men.

CALCUTTA NATIONAL BANK, LTD.

Sukhdish Narain and Lalan Babu Saxena:

The complaint was that these two employees were retrenched in contravention of the Labour Commissioner's order, contained in his letter No. M. 5151/I dated 17th/28th November 1948. Mr. Kakar appearing for the employees withdraws the cases and therefore no order need be made.

Mithan Lal Agarwala:

This case has been brought before the Tribunal on an application by the U.P. Bank Employees' Union, Maithan, Agra, dated 6.4.50. Agarwala joined the services of the bank in 1945 as cashier and his services were dispensed with as from 1.3.49. It is alleged that the Manager of the bank was "notoriously against his trade union activities and never granted him leave", that he used to feel feverish daily from 22.12.48 and applied many times for leave with medical certificates but that he was not granted leave; that one day when he was attending the office in a state of sickness he collapsed; and that the cash was taken from him by the agent and "in the state of unconsciousness a letter was got signed by the Manager of the branch" showing that there was a shortage of Rs. 300 in the cash on that date. He was given no charge sheet and a letter was handed to him in which it was written that after proper enquiries the bank was satisfied that he was not a person who could be allowed to work in any office of any bank and his services were terminated with effect from 1.3.49.

He asks for reinstatement in his original post and payment of arrears of salary and allowances.

The bank's case is as follows. On 21st December 1948 he admitted by his letter that there was a shortage of Rs. 814 in the cash in hand; in that letter he requested the bank to adjust the amount against his security deposit. The allegation that this letter was got signed while he was in state of unconsciousness is false. The Manager reported to the Bank's Secretary at Calcutta about the shortage. From 22nd December 1948 the employee did not attend nor did he send any application for leave but he continued to remain absent. On the 10th of February for the first time, he applied for two months' leave from the first date of his absence, enclosing an Ayurvedic medical practitioner's certificate dated 6th February 1949. This application was received in the head office on 14th February 1949, no previous application having been made. On 23rd February 1949 he wrote a letter offering to join the office and enclosing a medical practitioner's certificate of fitness. But he was informed that his services had been dispensed with. The bank sent him a pay slip for his salary up to 21st December 1949 and also another pay slip for interest due to him on his deposit up to 31st December 1948 both of which he accepted without any protest. He was also paid salary up to the end of February 1949 and on 15th October 1949 he was paid Rs. 549/10/- being the balance due to him for the security deposit receipt for Rs. 1,000. which payments he accepted in full satisfaction of his claim without any demur. The allegation that the Manager was against him is untrue.

The letter which is alleged to have been written by the employee in a state of unconsciousness on 21st December 1948 has been produced before us by the bank. It shows that he signed the letter and also put his initials at certain places where some lines have been crossed out. It is impossible to hold that this letter was got signed when he was in a state of unconsciousness. We must,

therefore, accept the position that he admitted shortage of Rs. 314 in the account on 21st December 1948. From the next day he was absent and his case is that he had been feeling feverish daily since 22nd December 1948, and he applied for leave with a medical certificate but that was not granted. The application made on 10th February 1949 supported by a medical certificate of a Vaid asking for two months' leave from the date of his absence has been produced before us. If two months' leave from the date of his absence had been granted he would have to join on the 23rd February 1949. On the 23rd of February he addressed a letter enclosing a certificate of fitness and reporting for duty. This letter has also been produced. On behalf of the bank it has been stated that he was then informed that his services had been dispensed with.

Mr. Bagai for the bank stated that his services were dispensed with not by reason of the shortage of Rs. 314 in the account but on account of his absence without leave which under the terms of agreement merited summary dismissal. If that was so, we do not understand why, if the cashier was absent from 22nd December without leave, which must have been known to the authorities, his services should not have been dispensed with before or the fact of his absence without leave should not have been mentioned in the letter of 31st March 1949 or why his services should have been terminated as from 1st March 1949. The letter of the 31st March 1949 is in these terms:

"As after proper enquiry the bank is satisfied that Mr. Mithan Lal Agarwal is not a person who can be allowed to work in any office of any bank, the services of the said Mr. Mithan Lal Agarwal is hereby terminated with effect from the 1st day of March 1949".

It appears from the statement of the bank that the U. P. Bank Employees' Union addressed a letter to the bank complaining that no leave was granted to him. This letter was forwarded on 12th March 1949 by the Agra Manager to the head office. This letter has not been produced before us nor do we know what allegations were made therein. It seems to us very probable that the letter of the 31st March 1949, couched in the language stated above, was sent by the bank as a result of the complaint made by the Union and that the bank was not prepared to commit itself as to the complaint that no leave had been granted. It, therefore, seems to us that applications for leave had been made before but that not getting any reply from the bank he put in an application on record on the 10th February asking for two months' leave from the 22nd December when he found that he would be soon fit to join. The bank's reason for the dismissal for absence without leave does not appear to be the true reason for termination of his service. We, therefore, are constrained to come to the conclusion that neither the employee nor the bank have come with clean hands before us, and we feel that the ends of justice will be met if we make an order for reinstatement but without payment of arrears of salary and allowances. We accordingly direct his reinstatement within one month of the publication of this award.

CENTRAL BANK OF INDIA, LIMITED.

Bishun Prasad, a sentry at the Hazratganj branch of the bank at Lucknow was dismissed on the 4th April 1949. The case against him is as follows. On the 18th January 1949 he was on duty as sentry at the bank from 10 p.m. At about 10-30 p.m. the Agent of the Lucknow branch, who stays on the 1st floor of the bank premises heard some noise in the lane adjoining the said premises. He came down to ascertain what the noise was. He saw one G. S. Misra, a cash book writer of the bank and one Omkar Nath, a chaprasi, sitting inside the bank, but he did not find the sentry Bishun Prasad on duty at his post near the gate. The Agent looked for him and found him sitting on a bench beside the counter where Misra was working covered up with a

blanket and fast asleep. The Agent called out to the sentry but as there was no response from him Omkar Nath shouted out whereupon the sentry awoke and came over to where the Agent was. On the Agent's enquiry if that was the way he was guarding the premises Bishun Prasad said that he had not been sleeping at all. He was told that three persons had found him sleeping but again he denied that he had been asleep. On the next day the Agent sent a memorandum to the Accountant to make enquiry and call upon Bishun Prasad to show cause why disciplinary action should not be taken against him. On the 20th January Bishun Prasad gave an explanation in writing saying that he had not been sleeping on the night of the 18th but that because of the cold and because he was feeling unwell he had been sitting on the bench covered up with his blanket instead of standing at the gate. While forwarding this explanation the Accountant remarked that disciplinary action should be taken against Bishun Prasad. Thereafter the Agent required Misra and Omkar Nath to submit their statements regarding the incident. Both stated that the sentry had been asleep on the night of the 18th when the Agent had come down. On the 22nd January at the instance of the Agent the Accountant again gave an opportunity to the sentry to make a correct statement but he adhered to the former statement. On the 2nd February 1949 the Lucknow office wrote to the Labour Commissioner of the United Provinces giving particulars of the case and requesting permission to dispense with Bishun Prasad's services. To this the Assistant Labour Commissioner replied on the 14th February refusing permission to the dismissal of the sentry and suggesting that he might be given a warning. On the 17th February another letter was addressed to the Labour Commissioner by the bank on the subject. The Deputy Labour Commissioner Mr. Pant after going through the papers granted the bank permission to terminate the services of Bishun Prasad. On the 22nd April 1949 the Lucknow branch received a letter from the Deputy Commissioner of Labour in which was enclosed a copy of a representation made by the Union and signed by one N. S. Khare as Secretary of the Union.

The Union's case is that the sentry was not asleep when the Agent came down from the 1st floor because if that had been the case the Agent would have taken away his gun and that both Misra and Omkar Nath must be falsely supporting the case got up by the bank against Bishun Prasad. The Union also relies on the fact that the Assistant Labour Commissioner first refused to give sanction to the dismissal of the sentry. Of the two men Misra and Omkar Nath, Omkar Nath who was examined as witness before the Tribunal made the same statement that he had made to the Accountant before, viz., that Bishun Prasad was asleep at about 10-30 p.m. on the night in question and that he got up after he had shouted at him more than once. The Union, however, has produced a writing purporting to be written by Omkar Nath and given to the Union wherein it has been stated that the statement given to the bank authorities by him was given under pressure and undue influence. There is, however, the letter which was addressed by Mr. N. S. Khare, Secretary of the Union to the Labour Commissioner dated the 6th April 1949 to which reference has already been made and which seems to us to suggest that the bank's case against Bishun Prasad cannot be entirely a got up one. Khare in that letter has said: "At about 10 30 p.m. the Agent (residing upstairs) came down and called the sentry on duty. Omkar Nath, a peon of the office perchance also happened to be there who hinted the sentry of the arrival of the Agent, but in the meantime the Agent repeated his call and the sentry immediately got up." The words "hinted the sentry", "the Agent repeated his call" and "the sentry immediately got up" suggest that the sentry could not have been wide awake. It was necessary for Omkar Nath to inform him or hint to him and the Agent himself found it necessary to repeat his call with the result that the sentry "got up", or was awakened. It is not denied that he was found by the Agent

sitting in the bank premises. If he was indisposed and thus unable to discharge the duties of a sentry in a proper manner by sitting or standing near the gate of the bank it was his duty to inform the bank previously of his inability to discharge his duty, in which case probably the bank would have been able to appoint in his stead another sentry for the night. The papers of this case suggest no reason why the Agent should be concerned in fabricating the false case against the sentry. It has been contended that in such a case the sentry's gun would have been taken away but the Agent has stated that this practice is resorted to when there is nobody else present to give evidence against the sentry. In this case two other men were present who could confirm what the Agent had seen with his own eyes. It was the Accountant in this case who first suggested that disciplinary action should be taken against Bishun Prasad. In the letter that was addressed by the bank to the Deputy Labour Commissioner on the 28th April 1949 the facts of this case have been elaborately set out on a perusal of which the said officer granted permission to terminate Bishun Prasad's services. In that letter the Agent referred to similar cases in the past in which the offenders had been pardoned "because the sentries admitted their faults and gave assurances of never committing such mistakes."

As to this case he said "In the present case I only wanted B. Prasad to admit his fault and give me in writing that he would be more vigilant while on duty in future; but his so-called well-wishers gave him wrong advice and he very impudently continued denying the charge that he was found sleeping." It seems to us that Bishun Prasad has been guilty of serious dereliction of duty in not being at the gate wide awake and also in falsely denying that he had been asleep. As we have already pointed out Khare's letter leaves little doubt that Bishun Prasad could not have been fully awake. If he had told the truth to the Agent he might not have been dismissed but his telling a falsehood repeatedly aggravated the case and the Agent found no course left to him but to terminate his services. This does not appear to us a case of victimization.

Staff of Aligarh Branch re: alleged reduction in the increments:

15 employees of the Aligarh branch of the Central Bank of India have applied to this Tribunal stating that the annual increment in their pay scale which was Rs. 5 per year before the enforcement of Mr. B. B. Singh's award has now been wrongfully reduced to Rs. 4 per year. This application has been received as late as the 14th April 1950. The former scale which applied to these men was Rs. 35—5—80. Under Mr. B. B. Singh's award which was made on the 11th March, 1947 the scale laid down was Rs. 60—4—100—E B.—5—150. The U. P. Government on the 15th March, 1947 passed an order directing the said award to be binding on the employers and employees concerned for a period of six months in the first instance and thereafter for such period as might be prescribed by the said Government. On the 31st May, 1947 the Government of the U. P. passed another order regarding the said award in which they said, "The scales of pay prescribed by the Adjudicator under issue No. 2 of the award being the minimum permissible, if any employee has been in receipt of a higher salary or a salary in a better (*i.e.* with a higher starting point, a higher rate of increment or a higher maximum) and/or allowances prior to the enforcement of the said award, then he shall continue to draw the higher salary or get the benefit of the better grade and of the allowance or allowances aforesaid." The applicants in this case rely on this order and contend that though now a higher starting point has been granted they are entitled to the higher rate of increment prevailing before the award came into force. This matter, however, was one of the subjects on which the Concilia-

tion Board appointed by the U. P. Government with regard to this award had to give their decision. The decision of the Chairman of the said Board was as follows: "If in any bank an employee covered by his award, as herein clarified, was in the receipt of higher pay or allowances than that prescribed by Mr. B. B. Singh, he would continue to receive at his option the higher pay or allowances whether he was permanent or temporary. But I want to make it clear that the principles mentioned above are applicable only to an individual term of employment taken as a whole and it is not open to an employee to split it up and accept one part of it which is advantageous to him and reject that which is disadvantageous. Thus, if in any bank the annual increment in the scale of pay in force before the Award was higher than that prescribed by the Award, but the maximum or minimum or both in the said scale were lower than that prescribed by Mr. B. B. Singh, it would not be permissible for an employee to claim the annual increments of the old scale and the maximum or minimum or both of Mr. B. B. Singh's Award. In short, an individual term of employment should be taken as a whole and not piece-meal and it is open to an employee to elect that individual term as a whole as in force immediately before the Award or as prescribed by the Award." The decisions of the Conciliation Board were enforced subsequently by an order of the U. P. Government dated the 18th April 1949. The said decision is described in the said order as "the Award of the Conciliation Board". Under section 6 of Ordinance VI of 1949 (now replaced by Act LIV of 1949) "where any award or decision has been made in respect of any industrial dispute concerning any banking or insurance company by any Tribunal or other authority constituted or appointed by a provincial Government, or any officer or authority subordinate to such Government, then the Central Government may, notwithstanding that the said award or decision is in force, by order in writing refer under Section 10 of the said Act the dispute or any of the matters in dispute to an industrial tribunal constituted under the said Act for readjudication." In this case no such reference for readjudication has been made by the Central Government. We do not, therefore, think that this Tribunal has jurisdiction in the matter, the decision which is at present enforced being Mr. B. B. Singh's award as clarified or interpreted by the Conciliation Board of the U. P. The bank has no objection if any employee elects to go back to his old pay which entitles him to get a higher increment than under the scales laid down by Mr. B. B. Singh's award.

Khushal Chand Taneja:

He was a godown keeper in the city of Multan but after the partition of India and the consequent communal disturbances came away from Pakistan to India and has lost his job. He now wants refund of his security deposit of Rs. 500 with interest and the amount lying at his credit on account of the provident fund with the bank. He was employed by a guarantee broker, Lala Bal Krishan Chopra and his salary was paid by the guarantee broker, the bank crediting him with the amount paid subject to a limit of Rs. 50 per month. In 1946 Chopra exchanged his place as the guarantee broker with Diwan Brothers. The charge against Taneja is that he delivered certain stocks from his godown without receiving payment therefore which stood in the account of one Udmir Ram Jit Ram and Pioneer Soap Works thus causing a loss to the Bank. It is alleged that he also left without handing over the keys of the godown to anybody. As to the deposit amount the Diwan Bros. wrote a letter to Taneja on the 14th September 1949 in which they said that they had discharged all the receipts and a copy of the letter was being sent to the Bank. The deposit of Rs. 500 with interest of Rs. 12/6/- was received by the Amritsar branch on 12th August 1948, the security amount being still with the bank. Mr. Wadia, Agent of the bank agrees to correspond with the

Amritsar branch on a copy of the letter of the 14th September being supplied to him and on his being satisfied that the deposit receipt has been actually discharged as seems to have been stated by Diwan Brothers in their letter to Taneja. This being the position, we do not think any orders on this point are necessary. As to the provident fund, under the rules Taneja has not yet become entitled to bank's contribution. As regards his own contribution the bank insists on the production of a certificate from his guarantee broker to the effect that his work had been found satisfactory and that he is not guilty of any fraud or misconduct resulting in a loss to the bank. It does not appear, however, that the provident fund is liable to be attached or to be set off against any claims which the bank may hold against Taneja and no rules have been shown to us by the bank which may be said to justify the condition insisted upon. The provident fund is the subject of a trust and we suggest that in this case the bank should recommend to the trustees to pay Taneja's contribution to the fund to him as early as possible.

CENTRAL CALCUTTA BANK, LTD.

Jogeshwar Prasad:

The bank has suspended payment and the High Court of Calcutta has appointed an Official Receiver by an order dated 12th December 1949. The Court has taken possession of the bank's assets. In the circumstances we make no order.

GADODIA BANK, LTD.

Amarnath Tandon:

On 18th December 1949 Tandon submitted to this Tribunal a statement of his case complaining that he was wrongfully dismissed from service, as Manager of the Lucknow branch of the bank. His case was taken up by the U. P. Bank Employees' Union, Kanpur, on 81st March 1950.

But something had happened before these dates, and it is highly relevant for our present purposes. Tandon's case had been referred by the U. P. Government to Lt.-Col. Tewari as adjudicator on 18th February 1949. The issue formulated in the order of reference was as follows:

“Whether Shri Amarnath Tandon of the Gadodia Bank, Lucknow, was wrongfully dismissed? If so to what relief, if any, is he entitled to.”

The adjudicator decided by his award dated 23rd April 1949 that Tandon was not a workman but a manager and that his case was hence beyond the scope of the Industrial Disputes Acts, Central as well as Provincial. He held that the employee was not entitled to claim any relief under the Act under which the reference was made. This award was published by the U. P. Government under a notification dated 13th August 1949 and it was stated there that it was to be in force for a period of six months from the date of publication and for such longer period as might be prescribed from time to time.

The Ordinance of the Central Government declaring that proceedings pending before adjudicators or Tribunals relating to Bank employees would abate was passed on 80th April 1949.

The proceedings before the adjudicator terminated on the date of his award, viz. 23rd April 1949. There is no section in the U. P. Industrial Disputes Act (Act XXVIII of 1947) corresponding to section 20 sub-clause (3) of the Industrial Disputes Act (Central) under which it is provided that the proceedings are to be deemed pending till publication of the award.

On the date of the Ordinance by the Governor General there were no pending proceedings relating to Tandon. The award of Lt.-Col. Tewari became final, whether he decided rightly or wrongly. His finding that Tandon was not entitled to any relief cannot now be re-opened or re-agitated before a different Tribunal. This Tribunal is not sitting in appeal judgment over the adjudicator's award.

For these reasons, the employee cannot get any relief at our hands.

HIND BANK, LTD.

Application under Section 33 of the Industrial Disputes Act, 1947

The Hind Bank Ltd., made an application on 11th May 1950 to this Tribunal under section 33 of the Industrial Disputes Act for permission to retrench certain members of its staff at Jamnagar, Ajmer and Agra. Notice of this application was given to the employees and it was posted for hearing at Mussoorie on the 7th June 1950. One of the representatives of the employees has appeared here in pursuance of the notice.

The bank, however, wrote to the Tribunal on the 30th May requesting us to hold its application in abeyance as it had decided to await our main award. It has also given an assurance that in the meantime *status quo ante* will be maintained in accordance with the undertaking given previously. There is, therefore, no need for us to give any directions in this case.

HINDUSTAN COMMERCIAL BANK, LTD.

B. N. Khanna:

He was employed in the Allahabad branch of the bank as a head cashier under the treasurer. His complaints are (1) that his designation had been changed to that of a cashier and (2) that before the U.P. Conciliation Board's award he was getting Rs. 72 as salary in the grade of Rs. 60-5-90-E.B.-7-180 and since that award came into force his increment has been reduced from Rs. 6 to Rs. 4 as under that award.

He now demands that his designation should be maintained and that he should be put in the grade for head clerks, supervisors or clerks-in-charge as under the U.P. award and that he should be paid the increment of Rs. 6 as prevailed in the bank's grade instead of Rs. 4 as under the said award.

As to the question of designation Shri U.S. Mehrotra for the bank agrees to restore his designation as head cashier from the date that he was called a cashier. As to his demand for being put in the grade of head clerk, supervisor and departmental in-charge as under the U.P. award, the U.P. award has mentioned nothing about the grade of salary of a head cashier working under a treasurer and this Tribunal has to consider that question in its final award. At this stage, therefore, we are not prepared to give any directions regarding it.

As to his demand for Rs. 6 as increment under the grade prevalent in the bank, Mr. U. S. Mehrotra on behalf of the bank has contended that he is not entitled to that rate of increment because as required in the Government order No. 1912 (ST)/XVIII-142(ST)/48, dated the 18th April 1949 he did not exercise his option in favour of the bank's grade as he was required to do within two months of the publication of the award. Mr. J. N. Mehrotra for the employee contends that the bank was required to comply with the recommendations of the Board and as such, it was the bank's duty to ask the employees whether they would exercise their option, upon which only an employee could exercise his option. We are inclined not to accept this contention. As held by us in the case of the staff of the Aligarh branch of the Central Bank of India, no employee was entitled to be put on the new scale of pay and retain the old

scale of increments. Besides, there was no obligation cast on the bank to request the employees to exercise their option. We are not, therefore, prepared to allow this part of the demand.

Bejai Singh Kapoor & 4 others:

Their demand is for implementation of the award of Mr. B. B. Singh. It is alleged that there were several other people who were working at Datia who got the benefit of the said award while they did not. Mr. U. S. Mehrotra for the bank states that these people were transferred from the U.P. when the award was in operation and they had already got its benefit. The bank is, however, making enquiries as to when the state of Datia has been merged in the Indian Union and agrees that as soon as such information is available the provisions of Mr. B. B. Singh's award would be made applicable to these employees with effect from the date of the merger. Mr. J. N. Mehrotra for the employees agrees with the suggestions; so no direction from us is necessary.

Brij Lal Rawat:

His case is as follows: He entered the services of the bank as a godown-keeper at the Harpalpur branch on the 17th of August 1944 and he was promoted to the position of a clerk in charge of the Chirgaon branch on a salary of Rs. 100 plus Rs. 30 as dearness allowance. The Chirgaon branch having been closed he was transferred to the Datia branch as a senior clerk where the award of the U.P. Conciliation Board did not apply. Therefore, his salary was reduced from Rs. 100 to Rs. 60 and his dearness allowance from Rs. 30 to Rs. 20. After he had worked at Datia for three months he was again promoted to the position of officer in charge at Harpalpur branch but his former salary was not restored. He represented his case to the authorities but they paid no heed and, therefore, he made an application to this Tribunal. Thereupon he was degraded as the second man at the Datia branch. In course of the argument in the case of Bejai Singh and others Mr. U. S. Mehrotra for the bank stated that employees who got the benefit of the U.P. award were not deprived of it by reason of their transfer to places where the award did not apply. That being so we do not see any reason why this employee's salary and dearness allowance should have been reduced. We, therefore, direct that he shall be paid his salary throughout according to the scale laid down in the award and that the arrears due to him up to the date of the publication of this award shall be paid within two months of such date.

D. D. Banerji:

Dhruv Kumar:

P. N. Srivastava:

Vikramaditya Roy:

D. D. Banerji was a clerk in the Kanpur head office having been appointed on 18th March 1948. He was retrenched on 11th May 1949.

Dhruv Kumar of Allahabad branch was appointed on 20th April 1948 and retrenched on 12th May 1949.

P. N. Srivastava of the Kanpur head office was appointed as clerk on 18th March 1948 and retrenched on 12th May 1949.

Vikramaditya Roy of Allahabad branch was appointed as clerk on 10th March 1947 and retrenched on 12th May 1949.

These retrenchments took place by reason of the general retrenchment made in those places. The only argument that was advanced was as to the principle on which retrenchments should be made—whether the principle that the last man is to go first should be applied with reference to the bank as a whole or it should be applied provincewise or in any other manner. For the bank it has

been stated that by reason of the existing Government order a transfer outside Uttar Pradesh was not possible without the permission of the Labour Commissioner, so that there were surplus hands in U.P. and they had to be retrenched. Now by reason of some vacancies occurring the bank has addressed letters offering employment to these employees. It is, therefore, not necessary for us to decide the question of principle as above. We merely direct that the employees concerned shall be reinstated so that there may not be any break in their services (the period of their unemployment being treated as one of leave without pay) and that the reinstatement shall be made within 15 days of the publication of the award.

Hem Chandra Pant:

His case was referred to us by the Central Government's order No. LR-2(233)/II dated the 12th October 1949. He was appointed clerk in the Hindustan Commercial Bank, Naini Tal branch, in 1946 and confirmed in the bank's service in 1947. He became Secretary of the U.P. Bank Employees' Union, Naini Tal branch, in the year 1946 and he alleges that on account of his trade union activities he was in the bad books of the bank authorities who at first asked him to resign from the post of Secretary but he having declined various steps were taken against him by the management to get him involved in trouble. It is not necessary for us to consider the truth or otherwise of these allegations because we find that the sub-agent of the bank wrote a letter to the employee on the 20th March 1948 in which it was stated: "We are sorry to inform you that you have voluntarily ceased to be on our pay roll since the 29th January 1948 because from that date you absented yourself from duty without any intimation to us". Mr. U. S. Mehrotra on behalf of the bank states that he was absent on the 30th January and the next three days being holidays he started doing his work from the 3rd February. The statement of Mr. Mehrotra that he was paid his salary for the month of January and February has not been controverted. Therefore, the ground for his dismissal that he ceased to be on the pay roll since the 29th January does not appear to be correct. In these circumstances it seems to us necessary that we should direct his reinstatement. It was, however, brought to our notice that Pant had been able to secure another employment elsewhere. The said employment, however, appears to be of a temporary nature. Thus it is clear that he has not remained unemployed since the date of his discharge on the 20th March 1948. We, therefore, direct that the bank shall reinstate him with effect from that date and pay him his salary and allowances for six months from the said date, treating the rest of the period upto the date of publication of this award as leave without pay. We also direct that the reinstatement and the payment of arrears of salary and allowances shall be made within one month of the publication of this award.

J. N. Chaturvedi:

J. N. Chaturvedi, a clerk in the head office of the Hindustan Commercial Bank at Kanpur. His case is that he accepted the bank's grade starting with a salary of Rs. 60 and a yearly increment of Rs. 6 so that his salary in September 1946 became Rs. 66 and the further yearly increments being added, his salary in September 1949 would be Rs. 84. The Bank granted him an increment of Rs. 6 first in October 1946 and then again in January 1947, since when his year of service began to be calculated from January instead of October every year, with the result that he was deprived of three months' increments of Rs. 6 each every year for three years, the total amount he lost was Rs. 54. The parties have agreed that henceforth his year will commence on the 1st January and that his salary in October 1950 would be Rs. 90, his loss of Rs. 54 being made up by the bank. He would be getting his yearly increment of Rs. 6 from 1st January 1951 and at that rate for every succeeding year as provided for in his grade. We direct that the bank shall pay Rs. 54 to the

employee within 15 days of the publication of this award, and that the agreement shall be given effect to.

Manoharlal Tewari:

His case is that he was a relieving officer for sub-agents, accountants etc., that on 10th September 1947 his services were terminated on the ground of pecuniary embarrassment and for disobedience and this was done without any explanation having been called for from him. He claims reinstatement with effect from 10th September 1947, his salary for the period of unemployment as also Rs. 10,000 for damages. The bank's case is as follows. Apart from the question that he is not a 'workman' and as such the Tribunal has no jurisdiction, he was in the habit of drawing unauthorised moneys from the bank while acting as sub-agent at the Kalpi Road branch of the bank. He withdrew Rs. 30 from the bank for an alleged conveyance allowance. An explanation was called for from him on the 11th August 1947 and on the 12th August he submitted an explanation in which he expressed regret for his conduct. The bank warned him and excused him for the unauthorised withdrawal. Some time in August 1947 the bank received an order from the judge of the Small Causes Court, Kanpur, ordering it to attach a sum of Rs. 27-8-0 per month from his salary for satisfaction of a decree for Rs. 124 which had been obtained by a creditor against him. By its circular No. 2 of 1945 issued to all employees the bank had expressly forbidden them from borrowing moneys or in any way placing themselves under pecuniary obligations of private individuals. On 10th September 1947, the bank received a letter from one Mr. Amolak Ram Mehra a constituent of the bank, to the effect that he had borrowed a sum of Rs. 200 from him. On 10th September 1947, the senior clerk of the Fazimabad (Kanpur) branch of the bank went on leave and the bank ordered the employee on 10th September 1947 to go and work in place of the senior clerk at the said branch during the temporary absence of the permanent incumbent; but he was not prepared to obey the said order but stated in his letter of the same date that he might be dismissed if the bank did not require his services. In these circumstances his services were terminated.

We find, however, that Tewari's application was made by him directly to the Tribunal on the 20th March 1950 without the intervention of the union and that the notice of hearing was issued to him and not to the union. The union merely appeared at the hearing and argued his case on the 5th June 1950. This cannot mean that the union raised the dispute; it would be only if it had done so at a date not later than the 18th June 1949 that the dispute would have been an industrial dispute cognisable by us. We have no jurisdiction over the dispute which is between Tewari and his employers and cannot, therefore, give any directions in this case.

R. N. Guha:

Chandra Sekhar Agnihotri:

In these two cases the demand is for the rate of increment prevalent in the bank according to the old grade as in the case of B. N. Khanna dealt with above. They also did not exercise their option in time. They applied to the Labour Commissioner who also took the view that as they did not exercise their option in time they were debarred from the benefits of the old grades prevalent in the bank. We give no direction.

Shitala Prasad:

He was appointed in the year 1944 and promoted to the post of an officer-in-charge in 1947. He was retrenched on 11th May 1949 as the Sitapur branch in which he was working was closed and he was the junior most man in his cadre within the district.

It is urged on his behalf that it was owing to a wrong policy pursued by the bank that the retrenchment became necessary. It was also contended that when retrenchment becomes necessary all the establishment in the head office and branches should be taken as a whole and not merely the particular branch or district. A third argument that was advanced was that if this employee was to be retrenched he should have been asked if he would revert as a clerk. It was finally pointed out that others who were junior in service were retained in service without being retrenched.

We cannot agree that it is an invariable principle that when retrenchment becomes inevitable the whole establishment under a bank should be taken into account and the juniormost so determined should be asked to go. Such procedure would lead to grave dislocation of work; for instance, there may be a juniormost man serving in a distant branch at Madras and if he is to go because retrenchment has become inevitable a man serving in U.P. who is senior to him would have to be sent to Madras to take the retrenched clerk's place. Even the employees would not welcome such a step. The question whether the policy pursued by the bank is proper and has resulted in needless retrenchment is a wide one and we do not feel called upon to discuss or consider it when we are considering individual cases and not what may be termed mass retrenchment. Then again, the argument that Shitala Prasad should have been asked if he would revert as clerk before he was retrenched appears to us to be unsound. Having taken the benefits of the promotion he cannot again claim a right of going back to his original place because an unexpected contingency arises. To allow him to do so would be to deal harshly with another employee. The only instance cited by the employee of a junior having been kept on is that of Mr. K. N. Mehrotra who was appointed on 10th June 1946 two years later than the applicant. But the bank points out that Mehrotra was transferred to the Lakhimpur pay office on 26th May 1947 as officer-in-charge and when the office was closed on 28th February 1949 he consented to go to Muzaffarpur sub-branch as a sub-agent but he had to remain in the pay office for some time longer to settle the pending matters. His transfer took effect from 28th May 1949. In other words, the bank says that he had been marked for posting at the Muzaffarpur sub-branch before the applicant was retrenched in May. This explanation for retaining Mr. Mehrotra, though he was junior, does not appear to be very satisfactory. But we have no materials to enable us to say that it is untrue or untenable.

We are hence unable to help the applicant any more than by making a recommendation to the bank that he should be re-employed as officer-in-charge as soon as a suitable vacancy occurs.

Sivaram Sahney.

This case stands on the same footing as Shitala Prasad's case except that he was an accountant when he was retrenched. Here again the complaint is that Mr. K. N. Mehrotra who was junior to the applicant was favourably dealt with by being transferred outside U.P. before the retrenchment was brought into effect. The bank's answer to this allegation is that a seniority list could be prepared only with reference to the staff in the U.P. in each category and that the employees who had been transferred outside U.P. could not be included. The complaint of the employee is that the transfer was a trick to retain favoured men and to get rid of the unwanted. There is, however, nothing said as to why the bank authorities should have resorted to any such device and there is nothing to show that this employee and Shitala Prasad were so dealt with because of their trade union or other activities which were distasteful to the bank. We are thus not able to say that this is a case of victimization. Every case of retrenchment does not fall within the scope of the jurisdiction of this Tribunal.

We make no order in this case except the recommendation that we have made in Shitala Prasad's case that he must be taken by the bank at the earliest opportunity.

Shri Ram Jairath:

This employee was a sub-agent in the Meerut branch of the bank when his services were terminated on the 1st September 1947. He had resigned his post previously on 10th January 1947 but the head office did not accept the resignation. He complains against his discharge or dismissal.

In reply the bank points out that his work as sub-agent was mostly unsatisfactory. He made several unauthorised advances far in excess of the discretionary powers vested in him and the explanations given by him from time to time for such advances were lame in the extreme. When he had no powers to advance more than Rs. 25,000 against the pledge of goods he advanced to two parties sums to the extent of Rs. 1,68,000 and Rs. 4,56,000 respectively. He was threatened with dismissal even then but on the assurance that he would get the unauthorised advances adjusted, disciplinary action was deferred. The bank had eventually to file a suit in one of the cases and the amount has not yet been realised in full. His work was adversely reported on by the bank's treasurers at Meerut and other places. It was under these circumstances that his services were terminated after paying him one month's salary in lieu of notice. The bank states that as a matter of fact Shri Jairath has been leniently dealt with.

The letters that passed between the bank and the employee in his capacity as sub-agent at Meerut leave no room for doubt that his work was highly unsatisfactory. He was making advances in excess of his powers and when he was asked to explain he said that the customers were well-to-do men and that the unauthorised advances had been made to get more business. It was pointed out to him in the bank's letter dated 14th December 1946 that he had advanced a sum of Rs. 2,88,000 to a party named Messrs. Shri Kishandas Mehboob Singh against security of food grains, far in excess of his powers and his only answer was that he could not submit the proposal to the bank earlier owing to delay on the part of the treasurer or due to want of staff. In their letter dated 91st December 1946 the bank said very definitely that as two heavy accounts of customers still remained unsettled they would have to remove him from the office if the accounts were not regularised strictly in terms of his promise to manager. The postponement of disciplinary action against him because of the assurance given by him is referred to in a letter of the 30th December. The accounts maintained at the Meerut branch were impugned as false by the defendants in the suit filed by the bank.

On the facts stated, which emerge from the correspondence, there is no difficulty in appreciating the position taken on behalf of the bank that this employee was dealt with leniently by being discharged instead of being dismissed. It is true that no charge was framed against him before the step was taken but it is clear that he was made aware of what was wrong with him and was even told that he would be dismissed. We are not prepared to interfere.

Asha Ram Shukla:

The employee complains that though he had been working as a record keeper besides discharging his duties as a daftary he has been paid the salary of an ordinary peon. He wants that he should be treated as daftary-cum-clerk within the scope of the decision of the U.P. Conciliation Board (Issue No. 23 at page 18 of the printed book). The bank denies that he has been discharging any duties other than those of a daftary. This, however, is not a case of allegations on the one hand met by counter-allegations on the other. We have not before us the recommendation of the Labour Commissioner, U.P. who went

through this question and found that Shukla should be paid the salary of a clerk as he was discharging the duties mostly pertaining to the office of a clerk. This recommendation was based upon a report made by Labour Inspector on enquiry. On behalf of the bank it is stated that the Labour Inspector made an *exparte* enquiry and did not give them notice of the same. This may be true, but still the bank has not satisfied us that the report of the Labour Inspector was wrong and is therefore not reliable.

We accept the position that he has been discharging duties of a clerk also and hold that he should be deemed to be within the category of daftary-cum-clerk dealt with in the Conciliation Board's award and we direct that he shall be paid accordingly.

The employee claims salary from 1st January 1947 on the basis that he was discharging clerical duties in addition to his usual duties from that date. But we have no data in support of this. The Labour Inspector merely states that he was discharging the duties of a record keeper cum daftary when he held his enquiry. Under the circumstances we think that it would be proper for the bank to pay him the salary of a daftary-cum-clerk from 1-1-49 till such time as he continues to work as such and we direct accordingly. We further direct that the past arrears of his pay, etc., upto the date of the publication of this award shall be paid to him within two months of such date.

The employee asks to be confirmed as a clerk. In the absence of relevant data on this question we are unable to give any such direction. We leave it to the bank to consider whether having regard to the period during which he has worked as a daftary-cum-clerk he should be confirmed in the grade of clerk.

Lachman Swarup:

He was appointed assistant cashier in the Meerut city branch on 1-8-46 and was promoted to the post of head cashier in the same office on 6th August 1946. He was working under what is known as the treasurer system. At the time of his appointment the treasurer was Lala Raghbir Singh Kausal. Towards the end of January 1947 he was replaced by Lala Bishalchand Jain B.A., LL.B., Special Magistrate. When he took over charge the manager told him that Lachman Swarup was "absolutely incapable of handling the responsibilities and duties of a head cashier". The new treasurer made inquiries from certain parties and, according to him, they corroborated the manager's statement. On 17-2-47 the treasurer wrote to the sub-agent of the branch that he would not like to continue his guarantee for Lachman Swarup, who had failed to produce a respectable person willing to stand personal security for him, a procedure which appears to have been introduced by the new treasurer. The treasurer proposed to promote the assistant cashier to the post of head cashier and to fill the post of the assistant cashier by bringing the assistant cashier at Saharanpur branch.

The sub-agent appears to have communicated these proposals to the head office and on 5th March 1947 the establishment superintendent of that office said that there was no objection to them, but asked what was proposed about Lachman Swarup, "whether or not his services would be utilised elsewhere". On 11th March 1947 the sub-agent reported that the treasurer wanted to terminate the services of Lachman Swarup. On 17th March 1947 the Manager wrote to the sub-agent that as a matter of policy an attempt should be made to utilise Lachman Swarup's services elsewhere, as the bank was not in favour of summarily terminating his services. On 24th March 1947 the treasurer wrote to the Secretary of the bank that he was also "not keen to terminate the services of any employee", but that he could not be transferred as head cashier to any other branch. He proposed that Lachman Swarup should be

transferred as assistant cashier, Ambala branch and that the head cashier at Ambala, who was also incompetent should be transferred as assistant cashier, Meerut city. He ruled out, in the interests of discipline, the idea of Lachman Swarup's being kept at Meerut city as assistant cashier where the existing assistant cashier was to become the head cashier. On 15th April 1947 the establishment superintendent wrote to the sub-agent: "In view of the fact Lala Bishal Chand Jain does not like to allow Mr. Lachman Swarup to continue in the bank's service under his guarantee we have decided to dispense with his services. You may, therefore, relieve him by paying him one month's substantive salary (no dearness allowance) in lieu of notice. No reasons should, however, be assigned for the termination of his services and it should be simply stated that his services are no longer required by the Bank"; Lachman Swarup's services were accordingly terminated.

In this case it may be said in favour of the bank's action (1) that the manager found Lachman Swarup incompetent, (2) that on inquiries the treasurer alone came to the same conclusion (3) that the bank was at first unwilling to terminate his services and asked the sub-agent to see if he could be sent elsewhere, and (4) that he has not said that his discharge is in any way connected with his activities in a trade union. But it seems to us curious that a man who rose in the brief period of 5 months from the position of assistant cashier to that of head cashier in an office situate in such an important city as Meerut, and against whom the outgoing treasurer appears to have made no report, was found by the Manager (who would ordinarily have little to do with the internal working of the treasurer's department) to be "absolutely incapable of handling the responsibilities and duties of a head cashier" and that the Manager should have found it necessary to introduce the head cashier in these terms on the day the new treasurer took charge. It is also clear that Lachman Swarup was never asked to explain any acts of his which led the Manager to form such a damaging opinion of him. Thirdly, it is again curious that though the Manager said on 17th March 1947 that an attempt should be made to utilise Lachman Swarup's services elsewhere, when the treasurer proposed a way in which his services could be utilised, the head office, after a silence of three weeks and after referring to the letter in which this proposal had been made, said that in view of the fact that the treasurer did not "like to allow Mr. Lakshman Swarup to continue in the bank's service under his guarantee" it had been decided to terminate his services. Such a conclusion could have been reached much earlier and it is difficult to understand why the procedure of inviting proposals to utilise the employee's services elsewhere was gone through unless it was merely intended to show that the bank was acting impartially. If Lachman Swarup was "absolutely incapable" of performing a head cashier's duties it is difficult to imagine that he would be competent as assistant cashier. It is also to be observed that the treasurer came to the same view as that of the Manager within about three weeks of his taking charge, and that nowhere in the correspondence between him and the sub-agent and the head office did he state what mistakes or faults Lachman Swarup had been found guilty of during this period; he merely mentioned vaguely that he had made inquiries "from certain parties".

On a careful consideration of the facts of this case we are not satisfied that Lachman Swarup has been fairly dealt with by the bank. We think that as it was on the initiative of the bank's manager that all the reports and correspondence against him started, the bank cannot now be permitted to take shelter behind the plea that it is helpless as the treasurer cannot have any confidence in him. We think that the interests of justice require his reinstatement after which if he is found to have done any act, which would justify his dismissal or discharge, proper proceedings should be held against him before such

a serious step is taken. There is, however, one circumstance against him, and that is that when the new treasurer required him to produce a respectable person willing to stand personal security for him, he failed to do so. If he had done so his services might not have been dispensed with. The failure to produce such a person might not have been due to the fact that Lachman Swarup had already put up sufficient security, but we have no information on this point. We direct his reinstatement with effect from the date of his discharge and the payment to him of the arrears of his pay and allowances for the six months next preceding his reinstatement within a month of the publication of this award. We also direct that he shall not be required to work under Lala Bishnulal Jain except with his consent, and that if no treasurer be willing to take him he shall be otherwise provided for. The period in respect of which we are not allowing any pay or allowances should be treated as leave without pay.

NATIONAL BANK OF INDIA, LIMITED

Prem Raj

Pancham Singh

Prem Raj was appointed a peon by the bank at its Kanpur Branch. His case is that the bank has been utilising his services on Sundays and holidays and has not paid any overtime allowance. He claims, therefore, that an order may be made that his services shall not be required on Sundays and holidays and that for the work that he has done on such days he must be paid an overtime allowance. Similar is also the case of Pancham Singh. The bank has not appeared in this case but has sent a letter addressed to the Secretary of the Tribunal in which it stated that it was always necessary to have the services of peons on Sundays and holidays and that the bank was prepared to give compensatory leave to the peons concerned, but that the peons were not agreeable to the grant of compensatory leave and insisted on the grant of cash payment, which the bank refused to pay. The cases of these two peons were referred to the Conciliation Officer in connection with the question of compensatory leave vs cash payment and we are informed that the Conciliation Officer has not decided anything on the question up till now. We direct that the services of the peons should not be requisitioned on holidays or Sundays without some consideration either by way of compensatory leave or overtime allowance.

In these two cases we direct the bank to pay each employee a sum of Rs. 1 for each Sunday or other holiday when he may have worked without any compensatory leave being taken.

NATIONAL BANK OF LAHORE, LIMITED

Pura Lal Anand:

He was working as an accountant in Rawalpindi branch before the partition. He is at present stationed at Agra. He has been transferred to Delhi. He claims cancellation of the order of transfer and increment, confirmation and his grade salary. The bank agrees that he will not be transferred before the 15th July and that if he applies it will consider his case for increment, grade and confirmation. The case is not pressed.

PUNJAB NATIONAL BANK, LIMITED

R. C. Thukral:

He was a manager of the Kesarganj branch of the bank at Meerut till 6th September 1947. On that day he was transferred to Delhi as an assistant, but he did not join duty. On 10th December 1947 he was informed that he had been transferred to the Mall office at Lahore as accountant. He asked for 10 days' casual leave from 13th December 1947 to arrange for the shifting of his family and luggage from Meerut. On 12th December 1947 he was informed that no such leave could be granted. He then made an application on 15th

December 1947 supported by a medical certificate for leave on medical grounds. He got leave up to 9th May 1948. He had then to obey the original order of transfer as accountant at Lahore but on 10th May 1948 he sent a letter to the bank expressing his inability to join at Lahore as he could not proceed there with his family and he was afraid that his health might be affected adversely if he went there alone. He wanted to be posted to some place in India. On 15th May 1948 the bank terminated his services on the ground that he did not join at Lahore.

This case has been partially dealt with in our award dated the 19th January 1950 regarding certain cases of alleged victimization, etc., in the States of Delhi, East Punjab and Bihar (*Gazette of India*, February 4, 1950, p. 745). There we were satisfied that Thukral was not doing clerical work at the time when his services were dispensed with. Thukral addressed an application dated the 8th August 1949 stating forth his grievances to the Labour Commissioner, U.P. at Kanpur. A copy of this application was forwarded by the U.P. Bank Employees' Union to this Tribunal on 1st September 1949 with a letter in which the details of his case were given and a prayer for his reinstatement with retrospective effect was made. The question arises, that at what stage Thukral's dispute with his employers was taken up by the union. In this connexion the General Secretary of the Union has shown us a copy of an application sent by the Union to the Labour Minister of the U.P. Government on 1st April 1949 enclosing a petition from Thukral. That application also set forth his grievances and asked for reinstatement with retrospective effect. This application was sent under registered cover and Mr. Mehrotra for the Union has shown us the registration receipt in respect of it. We, therefore, hold that it has been sufficiently established that such a letter was addressed by the Union on behalf of Thukral in April 1949 and we are satisfied that an industrial dispute was raised by the Union prior to the date of the present reference. We, therefore, have jurisdiction to deal with this case.

Mr. Charan Das Puri, appearing for the bank advanced a contention that as the publication of our award of January 1950 made the award final, the Tribunal had no jurisdiction to reconsider or rehear this case. But this argument is without substance. The award was not the final award so far as this case was concerned and the Tribunal expressly reserved to itself the right to reconsider this case; and this reservation is as much a part of the Award as the finding that the employee was not a workman within the meaning of the Act.

As regards the merits, it seems to us that Thukral had been suffering from high blood pressure. This is shown by the medical certificate dated the 15th December 1947 submitted with his application for leave on the same date. His letter dated the 10th May 1948 was as follows:

"With reference to my leave application, I beg to state that I am now feeling better, but my health is not such as to enable me to proceed alone to Lahore, where I have been transferred, without possibilities of adverse repercussions on my health. I have been suffering from high blood-pressure for a long time, and doctors have advised me that I should not undergo any worry and take strictly regulated diet.

"If I am sent to Pakistan it would not be possible for me to take my family along with me owing to present unsettled conditions there. In the absence of my family it would be difficult for me to get the necessary diet and care. Moreover I have no house in India where I could leave my family. Even my luggage and household goods are locked up in a room at Meerut. All these things combined will keep my mind in a constant state of worry, which is not good for my health. Under the circumstances, you will appreciate that

it is not possible for me to go to Pakistan, or a far off place where I cannot take my family, in the interest of my health.

"In view of my satisfactory and faithful services to the Bank for the last 6 years you will be kind enough to revise your orders and be pleased to post me at a nearer station in India so that I may be able to work without any unnecessary worry on my mind.

"I am reporting for duty this day forenoon, and shall be highly grateful if you will give me a humane consideration to my case and give fresh orders in respect of my posting."

To this the bank replied:

"After the expiry of leave sanctioned to you, you had to report to the Manager Mall Office, Lahore. You have failed to comply and your representation of 10th May 1948 has been rejected. Your services have been terminated with effect from 11th May 1948 forenoon on payment of one month's salary in lieu of notice.

"Your dues will be settled in due course."

It is quite clear that Thukral was unwilling to go to Lahore. Apart from the disturbed conditions prevailing there, he had a special ground, *viz.*, the illness from which he had been suffering for several months and the consequences of which do not appear to have disappeared altogether. In these circumstances, he pointed out his difficulties and asked for "a humane consideration of his case". The bank, however, has contended that the words "it is not possible for me to go to Pakistan" used in his letter definitely show his determination to defy its orders. But this, in our opinion, is belied by the whole tone of the letter. In our opinion before the bank took the final and drastic steps of terminating his services it should have been clearly pointed out to him that unless he went to Lahore his services would be dispensed with. In all probability if these 2 alternatives had been presented, he would have gone there. But Thukral also, in our opinion, was at fault in postponing till the last moment his request that he should be sent elsewhere than to Pakistan. If he had made such a request earlier the probabilities are that he would have had a better opportunity of knowing the bank's intentions with regard to himself. But we must hold that he has not been justly treated and that the termination of his services was not justified. We, accordingly, direct his reinstatement with effect from 11th May 1948 within one month from the date of the publication of this award and the payment to him, within two months of such date, of such pay and allowances as he would have earned, had he been continuously on duty, since 1st April 1948, taking into account any increments he would have earned since 11th May 1948. We further direct that any period in respect of which we do not allow pay and allowances shall be treated as leave without pay.

Shiv Charanlal Puri:

He was discharged on the 10th May 1948 after about 26 years' service. His present application is dated the 22nd April 1950. No satisfactory reason has been given for the delay in making the application. After the discharge he made no representation to the bank and took away his security amount and the amount to his credit in the provident fund. The bank objects to the application being entertained by the Tribunal on the ground that he was not a workman, being an accountant with a power of attorney and previously having been appointed even as a manager. As against this we find that in the charge sheet prepared by the bank and given to Puri on the 6th March 1948 he was described as a clerk. In the order of discharge also he was described as an ex-accountant. It is, therefore, not clear whether when he was discharged he was discharging duties which could not be discharged by a workman. According to the bank he had an unsatisfactory record and the particular incident which led to his discharge was as follows.

After the partition of the country he worked in the account-office of the head office in Delhi. It was discovered that he had transferred the current account of Messrs. Bhagwan Das and Brothers with a balance of Rs. 22,639.2-9 to the branch office, Fountain, Delhi from the branch office, Lahore City. That account was of a joint-Hindu family firm whose *karta* Ganpat Lal had died. The account was thereafter marked "Operation stopped—party died". A copy of the statement of accounts of this party with those remarks had been brought from the Lahore office. In view of the remark it was improper to transfer the account to the branch office, Fountain, Delhi, but this had been done negligently by Puri, with the result that some party claiming to act for the joint Hindu family withdrew about Rs. 17,000 from the account. A charge-sheet was served on Puri and in reply he admitted that he had transferred the account to the branch office, Fountain, Delhi "through oversight due to rush of work". Two letters were received regarding this transfer which were sent to Puri for report but in his report he omitted to make any mention of the remark "Operation stopped—party died". When he was asked why he had omitted to mention this important matter in the report which was sent to the District Manager, Lahore, he merely regretted his mistake and said that the matter had escaped his notice again "through oversight and on account of rush of work". There is no doubt that the mistake enabled a certain party to take out a major part of the balance at the credit of the joint Hindu firm and it might have led to serious loss to the bank. The Union, however, has pointed out that Puri obtained good remarks in several years, *viz.*, 1929, 1932, 1941, 1944 and 1945. He has also officiated as manager several times including one occasion when he officiated as manager of the Mall Office in 1947 at Lahore. Similar good remarks were made in his last pay certificate and even later when a certificate was issued to him on the 29th December 1948 by the District Manager, Pakistan branch. It is, however, to be noted that his past record has not been invariably good. The bank has pointed out that in 1938 he had to be reverted from the post of a manager to that of a supervisor and that his salary was reduced from Rs. 100 to Rs. 80 a month. It is also pointed out that in 1946 the manager, Mall Office Lahore said that his work had been found to be "absolutely unsatisfactory" and that he was very slow and most careless in his work. He had been asked to take up the work of opening insured covers received from outstations, which was the lightest and easiest work which could be entrusted to him and in spite of that he had been guilty of very serious acts of gross negligence. On that occasion also a charge-sheet had been given to him and his explanation in the opinion of the bank had been found to be unsatisfactory. Thus there are good and bad points in this employee's record and the last act prior to his discharge must be considered definitely unsatisfactory. It has been said by the union that that act did not actually lead to any loss to the bank and that other officers were equally responsible for not noticing the mistake. That, however, would not minimise the gravity of the negligence on the part of this employee. It does not appear to us that this is a case of victimization, but in view of Puri's past record, which has generally been good, and the long service he has put in, the bank might have in this case taken a more lenient view. It does not appear, however, that in this case the discretion of the bank can be said to have been improperly exercised, though in view of the absence of *mala fides* on the part of Puri and the fact that no loss was caused to the bank and the further fact that Puri is now a refugee—he says that he has lost every thing while leaving Pakistan—it is to be hoped that the bank will be able to reconsider his case.

Lal Chand Goyal:

He was working as in charge of the Dalhousie office of the bank in 1947. The increment due to him in 1948 was withheld on the ground that he had delivered one railway receipt sent by the India Film Bureau to Plaza Cinema,

Dalhousie without realising Rs. 600 due on the said receipt. The bank has stated that the consignee has not paid the said amount. The account of the said incident according to the Union is as follows. In July 1947 a railway receipt for Rs. 600 was received by the Dalhousie office of the Punjab National Bank from the India Film Bureau, Lahore to be delivered to Plaza Cinema, Dalhousie. The railway receipt was signed and forwarded by M. R. Bhatia, an employee of the firm. The Plaza Cinema informed the bank that they were to get the bill free of payment as they had already paid the money in advance to the drawer of the bill. Shri Goyal said that in the absence of any instructions from the drawer in this connection the railway receipt could be given only on a deposit of Rs. 600 which should be kept with the bank and that it would be refunded on receipt of instructions as to free delivery from the drawer of the bill. The Plaza Cinema agreed and paid Rs. 600 to the bank whereupon the railway receipt was made over to them. On the 4th August 1947 a letter dated 31st July 1947 was received from the India Film Bureau, Lahore asking that the bill should be delivered free of charge to Plaza Cinema. The letter was signed by K. L. Bhatia in charge of the Lahore office of the said firm. Thereupon Goyal refunded Rs. 600 to the Plaza Cinema. K. L. Bhatia left the service of the firm in about September 1947 and till that time he was competent to give the kind of instructions given in his letter dated 31st July 1947. In January 1948 the Dalhousie office of the bank received a letter from M. R. Bhatia demanding a sum of Rs. 600 towards the amount of the bill. Goyal brought the facts to the notice of the management. Thereupon his increment was stopped. On the 12th May 1948, however, the Manager of the branch office at Gurdaspur addressed a letter to the District Manager, Southern Circle to the effect that he had interviewed the proprietor of the Plaza Cinema and discussed the case with him and he had found that when K. L. Bhatia sent instructions to the bank for free delivery of the railway receipt on 31st July 1947 he had been competent to give such instructions. The letter concluded, "The present correspondence with the pay office is being done by Mr. M. R. Bhatia. If you approve the pay office may send a reply that the R.R. was delivered free under instructions of K. L. Bhatia and as such the firm has no claim against the bank." On receipt of this letter the Dalhousie office wrote to the India Film Bureau on the 20th August 1948 stating, "Our enquiry shows that it was under instructions of your manager, K. L. Bhatia that R.R. in question was delivered free of charge by the bank. The bank in carrying out your instructions was justified in its action. You are, therefore, not at all justified in making the claim which cannot be entertained." The bank authorities, however, with a view to having a further safeguard, got the following undertaking signed by Goyal: "In continuation of my letter No. 4872/T/285 dated 8th June 1948 I have to request you to please inform the party that the bank is not liable to it under the circumstances of this case. I undertake that your writing of the said letter as requested by me will not in any way prejudicially affect the bank's right and claim against me for the delivery of the Railway Receipt without payment and I shall indemnify the bank against any loss caused to it by any action of the party taken against it."

The branch officer recommended to the head office that the withholding of Goyal's increment should be stopped but the head office did nothing further in the matter. The complaint of Goyal is that in the circumstances of this case his increment has been wrongly withheld.

The bank admits the facts set out earlier, but says that as the letter dated 31st July 1947 was signed by a person other than the one who had originally forwarded the bills and drawn the document, Goyal should have referred the matter to the head office for instructions "according to the practice and normal procedure." The bank promised to give instances showing the alleged practice, but the only case that could be produced was one which arose on the

29th May 1950, i.e., after the present case. In view of what has happened to Goyal the other accountants have no doubt become more careful in cases of this kind and think it necessary to submit such a case for instructions of the head office. The bank has also not been able to show any instructions on the subject specifically issued by the head office. In this case the bank has not suffered any loss and Goyal has given a written undertaking to indemnify the bank against any loss. As the letter requesting free delivery of the railway receipt was signed by the manager or officer in charge of the Lahore office of the India Film Bureau there was no reason, in our opinion, for Goyal not to act in accordance with such instructions and nothing has been established suggesting that this was a case for reference to the head office in the first instance. We are of opinion that the withholding of increment in this case was not justified though it might have been resorted to as a measure of caution while the matter was being investigated. We direct that the orders as to withholding of the increment should be set aside and that Goyal should be given the increment that was due to him in 1948 and further that the past arrears due to the increment which would be due up to the date of the publication of the award should be paid to him within one month thereof.

Kashmiri Lal :

The points at issue between the parties have been amicably settled. The employee will obey the orders of the bank transferring him to Bareilly and after joining at Bareilly he will apply to the bank for the withheld increments and other claims which the bank will consider sympathetically. There is no need for any direction in this matter.

Ramcharan : Chowkidar

The petitioner was a chowkidar of the Punjab National Bank Ltd. in its Etawah branch from 1st February 1947. The bank discharged him from service on 9th September 1948 but he was reinstated on 23rd September 1948. He was retired with the permission of the Labour Commissioner on 2nd May 1949 as his eyesight was defective and there was a doctor's certificate to the effect that owing to his defect he could not discharge the duties of a chowkidar. The employee asserts that he has no defect in his eyesight and that he is now in the same position as he was when he entered service.

The bank retired him for apparently valid grounds and we see no reason for thinking that the medical Certificate of the bank's doctor did not state the truth. We give no direction in this case.

R. K. Mehta :

In this case the employee says that he has no dispute with the bank.

Ram Sewak Dubey :

He was a peon in the service of the bank at its Gorakhpur branch since 29th November 1946. He was transferred to another branch (Padrauna) but he delayed joining there. He again applied for leave more than once. He was granted leave from 11th September 1947 to 26th September 1947 without pay. On the latter date he reported himself for duty but he was informed on 30th September 1947 by the accountant in charge that his services were no longer required and that he was being given 15 days notice of the same. He was discharged from the bank's service after payment of his wages upto and inclusive of 14th October 1947. The letter of discharge is dated 6th October 1947. In the bank's statement in reply it is vaguely hinted that he was frequently on leave and there was consequent dislocation of work. But it is not alleged that any reasons were given for getting rid of him. Rightly or wrongly, leave was granted to him till and inclusive of 26th September 1947 and the employee reported himself for duty on the next day. If the bank found his work unsatisfactory and wanted to discharge or dismiss him it should have framed a charge and got his explanation before taking such a step.

In the circumstances he has to be reinstated with effect from 15th October 1947 and must be paid his past salary and allowances. We direct this to be done within a month of the publication of this award.

Bansi Lal:

This employee was originally a peon in the bank. He was made a daftari in 1946 and was doing the duties of a despatch clerk. In 1947, he was asked to attend to the duties of record keeper also and he says that he was discharging such duties for the whole year of 1947. Dispatch work was taken away from him on 7th December 1947, but he was again asked to do such work in broken periods in 1948 and 1949. He wants now to be confirmed as a record keeper in the clerk's grade with effect from 1st January 1947. The late Mr. B. B. Singh did not prescribe any separate scale of pay for daftaris. It was pointed out in the award of the U. P. Conciliation Board that while a daftari performs the duties of a clerk he should be given salary which is admissible to a clerk. In paragraph 18 of the printed book under issue No. 23 the legitimate duties of a daftari are laid down.

The bank admits that he was paid pay and full allowances on the scale of a clerk for periods from 1st January 1947 to 22nd March 1949, but it is stated on their behalf by Mr. Puri, their learned advocate, that no work was taken from him as a despatch clerk or record keeper since 18th April 1949 and that he cannot be confirmed as a record keeper as he is a non-matriculate. The Regional Labour Commissioner recommended for him a special allowance and the bank offered him Rs. 6 a month which he would not accept. It is stated in reply on behalf of the employee that he was paid for despatch work alone but not as a record keeper, which he was in reality for a period of 9 years, and that according to the Conciliation Board's award, if an employee has worked for 6 months against a vacancy in the permanent cadre and has received no warning, he should be deemed to be confirmed in that post without any necessity of an order by the bank. The employee claims the benefits of this view taken by the Conciliation Board. The bank's answer that he was appointed only as a daftari and never as a clerk and that he had been working as a record keeper only since 1947 and not before does not meet the employee's case adequately. If besides being a daftari he was discharging the duties of a record keeper for over 6 months as admitted on behalf of the bank, he must, in the absence of special reasons to the contrary, be confirmed in the clerical grade. This was what we decided in an earlier award dated 22nd February 1950 with reference to an employee of the Bharat Bank named Birbal Singh. Following that decision, we direct that Bansi Lal be confirmed as record keeper in the clerk's grade with effect from 1st January 1948 within one month of the date of the publication of this award and that all arrears due to him on that date on account of such confirmation be paid within two months thereof.

B. L. Srivastava:

Kripa Shankar:

It is stated on both sides that their cases stand on the same footing as Bansi Lal's dealt with earlier, and there will be a similar direction in these cases also.

Manohar Lal Booty:

He was an acting supervisor at the branch office of the bank at Sukkur, Pakistan, but he was not confirmed in the place before he came over to India on partition. He was taken as a senior clerk at the Aligarh branch on 6th November 1947. As a matter of fact, the branch manager recommended that he should check O.D.B.C. (outward demand bills for Collection) and the outside station dak of the branch and permission was accorded. Since then, he was

doing the duties of the supervisor and this was not seriously denied. When he sought confirmation after doing the duties of the office for the period of six months he did not get any relief at the hands of the bank, and so he approached the Regional Labour Commissioner who recommended the employee's confirmation as supervisor with effect from 6th May 1948 in his letter dated 29th March 1950. The bank did not act accordingly and hence this petition. It was on 12th February 1949 that the district Manager wrote to the branch manager Aligarh that it was not the policy of the bank to entrust checking duties to senior grade clerks and that as the branch was already having two supervisors including the additional officer, the checking duties given to Booty should be stopped. Thereupon, the Aligarh branch stated that Mr. S. P. Sharma would work in place of Booty who would work on O.D.B.C., etc.

The case for the bank is that though the employee was discharging the duties of a supervisor under a temporary arrangement he was never promoted as a supervisor, and that as there is no sanctioned post of a second supervisor at Aligarh branch, no question of confirmation arises. They also point out that owing to the partition and the surplus staff that resulted therefrom, who had to be provided for, there were at present 61 supervisors as against the sanctioned strength of 52. The bank was prepared to pay reasonable compensation to the employee for his non-confirmation.

This, however, does not appear to us to be a proper attitude for the bank to take. Ever since he joined the Aligarh branch as senior clerk he has been doing supervisory work and he is entitled under the award of the U. P. Conciliation Board to be confirmed in the supervisor's grade on the expiry of 6 months from 6th November 1947 when he began to discharge the duties. The bank cannot keep him in the clerical grade merely on the ground of absence of vacancy. There can be no serious difficulty in adding one more to the number of 61, which is already in excess of the sanctioned strength. We think it is but proper that he should be confirmed in the supervisor's grade from 6th May 1948, as recommended by the Labour Commissioner and given pay and allowances accordingly. We direct that such confirmation should be made within one month of the date of the publication of this award and that all arrears due to him on that date on account of such confirmation be paid within two months thereof.

N. K. Parov:

He was first appointed on 8th February 1947 in the Moradabad branch. He was dismissed on 17th June 1948, but he was reinstated on 3rd July 1949 owing to the intervention of the Labour Inspector.

Prior to his dismissal there was a lengthy charge sheet against him dated 21st May 1948. His explanation was not only unsatisfactory and defiant but contained scurrilous allegations against the manager of the branch. It was this that resulted in his dismissal. The order is in these terms: "The explanation submitted by Shri Parov has been considered unsatisfactory. He may, therefore, be dismissed from the service of the bank on account of unsatisfactory work and obstinate behaviour".

It is fairly obvious that he would not have got his job back but for the Labour Inspector's (Mr. Saxena's) intervention on his behalf. The period from 17th June 1948 when he was dismissed, till 3rd July 1949, when he was reinstated was treated as leave without pay. This is his main grievance. It is true that the manager of the branch recommended two month's salary to be paid to him for this period as compensation but this was disallowed by the District Manager.

A man with such a record and tendency to abuse his superiors when called upon to explain his own defects is an undesirable unit in any institution and

this employee should thank his stars for having got his place back. This is not a fit case for interference and we give no directions.

Chandrapal Gupta:

He was entertained in service at Aligarh branch as a godown keeper on 23rd July 1949 and he was transferred to the clerical department in 1945 and was subsequently confirmed. He was on leave since 20th August 1947 and two months' leave on 16th September 1947 and supported further his application by a medical certificate. He was asked by the manager to attend the office and to explain why he had left the station without prior permission from the manager. He, however, failed to attend the office or to give the explanation. He now says that he did not receive the manager's letter. He again applied for extension of leave up to 16th November 1947. The bank was not satisfied of the *bona fides* of the applicant and his services were terminated from 8th October 1947, he being paid one month's salary in lieu of notice. The reasons for getting rid of him are given in the branch manager's letter to the head office wherein it was stated that the branch manager had authentic information that Gupta did not propose to resume his duties. According to the bank, leave already taken by him was not for his own illness but on account of his wife's illness.

It is stated for the employee that he protested against the termination of his services in a registered letter sent to the bank on 27th March 1948 and a copy said to be of that letter was filed, but it is alleged by the bank that there is no such letter on their file and contended that if any such letter had been sent, it was easy for the employee, who has preserved a copy, to produce the postal acknowledgment receipt. Mr. Mehrotra appearing on behalf of the employee wanted that the receipt-register of the Aligarh branch should be produced and he was prepared to produce, if time was granted, a duplicate receipt from the post office.

It does appear somewhat strange that the bank should not have acted on the medical certificate of a doctor supported by a Civil Surgeon. However, it may be, there is little room for doubt that Gupta acquiesced in the situation. Even assuming in his favour that a letter in March 1948 protesting against his discharge was sent, he took no further steps in the matter till he filed the present petition in April 1950. Silence for such a long period is inconsistent with his having suffered uninvited wrong at the hands of his employer. Such silence leads support to the information which the bank says it received that he had no intention of resuming duty. We give no directions in this case.

Saran Dayal:

He joined the bank as a supervisor in December 1946 and was confirmed in January 1948. His complaint in the first place is that he should have been confirmed within six months after joining, *viz.*, on or about 6th June 1947. He states further that as he was appointed in December 1946 he should have got an annual increment of Rs. 8 in December 1947. He joined under an agreement dated the 20th of November 1946 which provides that his substantive salary on confirmation would be Rs. 150 as against Rs. 125 starting salary. He was to deposit with the bank a security of Rs. 2500 in cash.

The bank's answer is that they could not confirm him earlier than January 1948 because it was only then he was able to make up half of the security that he had to give. In answer the employee points out that under the bye-laws of the bank there is a provision for deduction from the salary of a particular amount every month towards the security and he urges that insistence on half the security being made up before confirmation is a mere ruse or trick to avoid increase of salary and allowance. There is no substance, however, in this complaint. The bank is not bound to take the security in instalments under

the bye-laws and this would take several years before the security amount could be made up. The practice seems to be to ask the employee to give ten times the monthly salary in cash as the condition precedent to confirmation and to take the remainder by deduction from salary. As a matter of fact, this is referred to in the District Manager's letter to the branch office dated 11th June 1947.

The employee's case on dearness allowance is also unsustainable. He says that along with the dearness allowance of Rs. 30 the employees are paid a local allowance of one-third of the dearness allowance for Kanpur and he would thus be entitled to a dearness allowance at Rs. 48 as against Rs. 40 which was being paid to him. This method of calculation is controverted as incorrect by the bank which says that there was no local allowance paid at Kanpur and what was paid was an increased dearness allowance of 33 1/3 per cent. Neither B. B. Singh's Award nor the Conciliation Board's Award justifies the claim for Rs. 48.

The employee was on sick leave from 18th November 1949 to 31st December 1949 and during this period he was getting half the salary. Bonus appears to have been paid to him on the basis of this half salary, because the practice of the bank is to give the bonus in monthly instalments. This, however, is wrong. It is generally agreed that bonus is a deferred wage and is given for work done in the previous year. Hence the employee is entitled, whether the amount is paid in one lump sum or by instalments, to get the full bonus and not merely on the half salary during the sick leave period. Half salary for the leave period will come into the picture or the account when bonus is declared for the year 1949 and paid in 1950. We direct that he be paid the full bonus even for the sick leave period within a month of the publication of this award.

Objections are raised on behalf of the employee to the Guarantee Fund. It is unnecessary to go into this question as the subject is being dealt with under the general issues.

It is unnecessary in this individual case to deal with wider questions such as victimisation or no victimisation and the nonapplicability of the Act to Officers as distinguished from workmen.

Kaniyalal Burman:

Kaniyalal was entertained as a hundi presentor on 3rd January 1945 on a salary of Rs. 30 per mensem. He became an assistant cashier and later on the head cashier. His services were suddenly terminated on 23rd April 1948 without any reason being assigned. It is stated on behalf of the bank now that his work was found unsatisfactory and that the branch Inspector reported against him.

This allegation may be true but the way in which he was got rid of leaves much room for complaint. He was working under what is known as the Treasury system under which a cashier contractor guarantees the good conduct and efficient work of those working under him. The correspondence shows that the bank was putting any amount of pressure on the then cashier contractors, Kapoor Bros., to terminate Kaniyalal's services. The contractors were resisting the pressure, but ultimately succumbed to it on 23rd April 1948, as would be seen from the letter dated 28th July 1948. The employee alleges that the dismissal was brought about by a hostile manager between whom and himself there was no love lost. This appears probable; complaints made by this employee as well as others led to the transfer of the manager from Mathura. This employee's dismissal without his being given an opportunity to explain what was alleged against him cannot be justified, and we would ordinarily direct his reinstatement with effect from 24th April 1948.

But we find that the contractors Kapoor Brothers ceased to be cashier contractors in December 1949 and different contractors have come in their place. The new contractors may or may not agree to retain this employee in their service. In the circumstances we think that it would be right that the new contractor should be asked whether they would agree to retain his services and if they do not agree that an attempt should be made to retain him elsewhere in service. We direct that this should be done within one month of the publication of this award and that in such an event he should be paid within the same period, his pay and allowances for the period 24th April 1948 to 15th December 1949 (which may be taken approximately as the date when the new contractors came in). We direct accordingly. If he cannot be thus provided for, we direct that he shall be paid within such period, such pay and allowances and also a compensation equal to three months' pay and allowances.

Application of the U.P. Bank Employees' Union, Mathura branch for expunging adverse remarks alleged to have been made against certain employees of Punjab National Bank Ltd., Mathura branch.

Believing that there were remarks against some of the employees in the Mathura branch of the bank, the applicants have filed the application for getting the adverse remarks expunged from the files—relating to the staff. It is stated on behalf of the bank that there were no such remarks; nor have the employees succeeded in establishing their existence. It is hence not necessary for us to consider this petition any further.

Sri Kant Nigam:

This matter has been practically settled. The employee withdraws his petition on the assurance given by the bank through its District Manager Mr. Somesh Chandra that it would sympathetically consider all his claims. In view of this settlement, no orders are necessary.

Sunderlal Chandra:

Sunderlal has been a teller in the Palton Bazar branch of the bank. But practically ever since his appointment he has been doing the duties of a supervisor also. This is conceded on behalf of the bank. He was made a supervisor on 22nd July 1947 and was reverted on 12th November 1947. He was again promoted as a supervisor and worked for four months in the place of a man who fell sick but became a teller once more on 18th April 1948. There is an order of adjudication of the Labour Officer dated 18th February 1948 initiated by the original reversion which records the undertaking of the bank that he would be promoted to the supervisor's post in the next vacancy. The employee complains that since then several supervisors have been appointed but that he has not got his promised promotion. He has been an active member of the Dehra Dun branch of the U.P. Bank Employees' Union.

The bank pays him an allowance of Rs. 25 as risk cover. The cashier contractor Gurucharan Singh states that this employee is what is known as a paying teller, or a prompt payer teller and that he has been performing the combined duties of a ledger supervisor and a cashier. Such being the case he has to get under B. B. Singh's Award a salary of Rs. 120 instead of a salary of Rs. 85 as a teller.

Apart from the usual contention that he is an officer and not a workman it is urged on behalf of the bank that Sunderlal could not be confirmed as supervisor as no vacancy at all arose because of the fact that several permanent supervisors came from Pakistan and had to be provided for. The bank is still prepared to give an assurance that if any vacancy arises in the district in which he is employed he will be promoted as supervisor. This would appear to be an empty assurance. So far as the employee's emoluments are concerned he

has been doing the work of a supervisor and he must get the pay accordingly, whether he is actually promoted to a permanent vacancy or not.

The only question is from what date he is to get salary and allowances as supervisor. He wants all the arrears of difference in pay since 22nd July 1947 but he himself admits that he was reverted on 2 occasions to the teller's post from the supervisor's post. For the second time he became a teller as stated already on 18th April 1948. The bank does not help us by giving any distinct dates about his office as teller and his office as supervisor. There is an award of an adjudicator dated 28th June 1948. Under the circumstances we think that the ends of justice would be met by directing that the employee be confirmed as supervisor as from 1st July 1948 and he be paid his pay and allowances accordingly; all the arrears due to him up to the date of the publication of this award being paid within two months of such publication; and we direct accordingly.

Hukam Chand:

This employee claims two annual increments which fell due on 1st February 1949 and 1st February 1950 and which were withheld from him; he also wants a special allowance of Rs. 10 per month for passing the Indian Institute of Bankers' examination.

He passed the examination only in September 1949 and his claim for the allowance arised after the order of reference to us. There could not be said to be any dispute as to this question prior to 18th June 1949, the date of such order. Further the question as to the grant of special allowances for special qualifications is to be considered in our main award.

As regards the increments we are not able to see any adequate ground why they have been withheld. We direct that the employee shall get the increments claimed by him and so that he should be paid the arrears due to him on this account up to the date of the publication of this award within two months of such date.

Nathu Singh:

The petitioner has withdrawn his application. No order is necessary.

UNITED COMMERCIAL BANK

Anantram Mehta:

Baldeo Ram Nagar:

Kalyanji Dixit:

Of these three complainants, Anantram Mehta was the chief cashier and Baldeo Ram Nagar and Kalyanji Dixit were assistant cashiers since 15th November 1944. On 21st March 1949, Anantram Mehta was asked to hand over charge to another man and on 12th April 1949 he and the two assistant cashiers received a notice from the branch manager that their services had been terminated. This discharge from office without any charges framed and explanations taken is their grievance.

They allege that they were active members of the Bank Employees' Union and that when five other employees were retrenched on 18th February 1946, there was much agitation against the measure in the shape of public demonstrations and that they took part in the same. This was the reason why, according to them, they were asked to go. The bank professes ignorance of their membership in the Union and of their activities.

The usual objection to the jurisdiction of the Tribunal on the ground that Anantram Mehta was an officer and not a workman has been raised. There is little doubt that he was not a workman doing purely or even largely clerical work. A chief cashier's work involves a good deal of responsibility and judgment and we are unable to regard him as a workman. The dispute regarding

him was raised for the first time by the Union on 3rd April 1950, i.e., long after the date of the present reference by the Central Government, a delay which has not been explained. Therefore whatever dispute Mehta may have with his employers it was not an industrial dispute which arose by the 18th June 1949, so that we have no jurisdiction in this matter.

As to the other two men, the plea that they were not workmen has not been taken, but the following explanation of the termination of their services has been given by the bank: "The two Assistant Cashiers Messrs. Baldeo Ram Nagar and Kalyanji Dixit were employed under the guarantee of the chief cashier Shri Anantram Mehta, and their services in the bank could continue only as long as the guarantee of the said chief cashier Shri Anantram Mehta was operative. On the termination of the said guarantee, the services of the two cashiers automatically terminated. The new Chief Cashier was not prepared to stand guarantee for them and therefore they could not be kept in the bank's employment". The bank also offered Nagar appointment as a cashier at a branch outside the State but he failed to take advantage of the offer. The bank wanted to appoint Dixit as godown keeper and specially relaxed in his favour certain conditions attached to the said appointment, but for some reason the appointment did not materialise. Both those men were paid a month's pay in lieu of notice and the bank's contribution to their Provident Fund accounts to which they were not entitled according to the rules.

It is unnecessary to state that such abrupt discharge from office is a highly condemnable act and should not ordinarily be countenanced. The question, however, is whether the bank, which considers them so undesirable should be compelled to re-entertain them in their service. One can easily sympathise with the position of the employees in the cash department when a new treasurer or chief cashier comes and says that he cannot repose confidence in some of the existing employees. It is difficult for a bank in such cases (provided that they are genuine cases of want of confidence) to override the wishes of such officer. After much hesitation, however, we have made up our minds against the re-instatement of the employees. We hold that the cases of Nagar and Dixit deserve the award of compensation for wrongful termination of services; and we direct that the employees, within one month of the date of the publication of this award, be paid further sums equivalent in each case to six months' full salary and allowances at the scales for which they would have been eligible had they been in service.

B. G. Bhattacharya:

B. R. Das Gupta:

P. S. Bhattacharya:

Tek Bahadur:

Palakdhari Singh:

These people were serving in the Banaras branch of the bank and they state that they were active trade union workers. They were served with 15 days' notice of discharge on 18th February 1949 on the ground of retrenchment, but they were actually retrenched on 22nd March 1949. They contend that the necessity for retrenchment was a mere make-believe and that they were got rid of in a summary manner really because they were trade union workers.

The contention of the bank is that retrenchment became inevitable in this branch as the profit for the year 1948 was far below expectation and that the permission of the Labour Commissioner to retrench four of the above-named persons and a peon called Ramanarayanan was sought for and obtained from the Labour Commissioner. The permission is recorded in the Labour Commissioner's letter dated 14th February 1949 and is made subject to certain

provisos, one of which is the very important condition that the retrenched men must be the junior-most in the cadre of their posts in the United Provinces. When the retrenchment was actually made in March, another peon called P. S. Bhattacharya was substituted for Ramanarayanan as it was found that he was the junior-most of the lot.

This retrenchment of a fairly large number of employees on one and the same day led to a lot of protest and agitation and there was prolonged correspondence between the employees, the Labour Commissioner's Office and the authorities of the bank (branch manager, general manager, etc.). Even the District congress committee appears to have taken up the question of the propriety of the discharge of so many men simultaneously.

We have the usual plea that the bank was not aware that the particular employees were members of the Trade Union, much less active members. As pointed out already in another case, this denial is not entitled to much weight. The main contention of the bank is that the conditions and provisos imposed when permission to retrench was granted were waived by the Labour Commissioner after a personal talk with him by the General Manager on the 19th of February; and in support of this a letter dated 19th February 1949 from Mr. B. T. Thakur to the Labour Commissioner giving the gist of the conversation and asking for the confirmation of the recitals is produced. The Deputy Labour Commissioner wrote on 29th February 1949 that the letter of the General Manager was a correct reproduction of the discussions that had been had. The General Manager's letter contains the assurance that there would be no case of victimization and it points out that the conditions imposed for re-employment are somewhat difficult for fulfilment. There is no mention in the letter about the employees with whom we are now concerned. The principle that the junior-most man must go when there is retrenchment, if there is no one whose work is bad, or who is near the retiring age is accepted as correct. There does not seem to have been any waiver of this condition or proviso.

The notices served on the men intimating them that they must go by the 5th of March generated much resentment. The Labour Commissioner pointed out that the men were not junior-most, but the General Manager said in answer in his letter dated the 16th of March 1949 that with the exception of a stenographer whose job was a special one and who had, therefore, to be retained in service the men who were asked to go were the junior-most in the Banaras branch. The General Manager pointed out the difficulties of proceeding with retrenchment on the basis that the whole Province has to be taken as a unit instead of a particular branch. There is nothing in the correspondence to suggest that the Labour Commissioner saw eye to eye with the Manager on this particular question, *viz.*, whether the men on whom the axe was to fall should be the junior-most in the branch or the junior-most in cadre in the whole Province. A threatened pendown strike was averted by the intervention of the District Magistrate who proceeded on the basis that the retrenchment of the employees was made with the approval of the Labour Commissioner.

We have before us a letter dated the 9th of April 1949 from the Deputy Labour Commissioner to the Secretary of the District Congress Committee expressing the hope that the management would reconsider their decision and withdraw their retrenchment orders or in any case only retrench the junior-most persons in the cadre of their posts in the United Province. The Employees' Union were told that they might submit their case to the Government of India.

The bank had an intention to open a branch at Port Blair in the Andamans and it expressed its desire to re-employ two of the retrenched men. The Regional Labour Commissioner wrote to the bank that it should make every effort to absorb the whole of the retrenched staff of the Banaras branch and not merely two.

There is something to be said in favour of the view that retrenchment should only be on the basis of each branch being taken as a unit. At the same time the very difficulty involved by reason of the dislocation of work in several branches would probably make it difficult for the bank to embark easily or light-heartedly on a policy of camouflaged retrenchment. To get rid of an undesirable man in a particular branch alleging some grounds against him is easy but the bank will have to think twice before retrenching in case the policy involves the discharge from service of some other man somewhere in one of the branches of the Province on the ground that he is the juniormost.

There can be little doubt in the present case that the condition imposed by the Labour Commissioner that the retrenched men should be the juniormost in their cadre in the Province was not fulfilled and as stated already this proviso does not appear to have been waived. It is not seriously contested that if this proviso had been applied the men to be discharged would have been other people.

There is a further objection raised by the employees, *viz.*, that the notice given to them was for the termination of their service on the expiry of fifteen days from 18th February 1949; but that as a matter of fact there was no fresh notice given to them for the retrenchment effected on 22nd March 1949. The objection is technical but it cannot be ignored.

Of the five persons, the cases of three may be distinguished from the other two and can be disposed of without any difficulty. Peon Bhattacharya resigned on 10th March 1949 stating that he had got a better job elsewhere. His is not, therefore, a case of discharge or dismissal. Tek Bahadur wrote on 22nd February 1949 in answer to the bank's notice of 18th February 1949 that he might be given his dues and relieved at once. This may not be regarded as a resignation but it is unnecessary to consider his case any further as it was stated by Mr. Patney on behalf of the bank that to his knowledge he had been employed from the very day of discharge under one Mr. Seth, Manager of the Bada Bazaar branch of the bank. This statement about his present employment was not questioned.

Palakdhari Singh, sentry was about 60 when he was employed in 1945 and 64 when he was discharged. It is possible that he is still strong enough for a sentry's duties but the bank cannot be compelled to reinstate him despite his age which is nearing 65. No orders are, therefore, necessary in his case also.

As regards the two clerks B. G. Bhattacharya and B. R. Das Gupta there appear to be no valid grounds on which their discharge can be supported or upheld. They deserve re-instatement if only for the reason that they were not the juniormost men according to the Labour Commissioner's condition in the grant of permission. It is probably true that they were active trade union workers and made themselves obnoxious to the bank by their activities. We direct their reinstatement with full pay and allowances with effect from the date of their discharge, *viz.*, 22nd March 1949, within a month of the date of the publication of this award, the arrears due to them up to such date being also payable within the said period.

Ram Shukla of the Kanpur branch complains that he was given an increment of Rs. 4 only in 1950 instead of an increment of Rs. 10. It is stated on behalf of the bank that he has been given the increment of Rs. 10 as shown by the letter of the head office dated the 21st April 1950. The arrears also were paid. The alleged non-implementation of our interim award in respect of dearness allowance is another question raised by the employee. The award is there; and if it has not been implemented the employee has his remedies. No orders are necessary.

S. S. Chaturvedi was a clerk in the Agra branch of the United Commercial Bank since the 24th June 1948. On the allegation that he was keeping very poor health and was often taking leave for a large number of days every year

and that he was overstaying leave without obtaining prior sanction, the manager of the branch asked the permission of the Labour Commissioner, Kanpur, to terminate his services. The permission was sought on 29th January 1949 under some circular in force in U.P. The Labour Commissioner gave the permission on the 14th February 1949. He was relieved of his duties on the 22nd February 1949 and the fact was communicated both to the head office and to the Labour Commissioner. The employee approached the Labour Commissioner about his termination of services and on a representation made to him the Labour Commissioner sent a telegram to the Agra branch on 28th February 1949 asking that the letter according sanction might be kept in abeyance, but the Labour Commissioner was informed that the clerk's services had been terminated on the previous day. There was a letter from the Labour Commissioner on the 28th February 1949 to the General Manager stating that the order granting permission to terminate the services was passed under the belief that the employee had been given an opportunity to explain himself.

Mr. Patney appearing on behalf of the bank, says that the bank did not know that he had been a union member and that as his leave record was bad and his work unsatisfactory, his services were terminated. His contention is that as the employee himself knew for how many days he was absent on leave, it was unnecessary again to frame a charge against him and get an explanation before asking him to go. This position is untenable. Whatever may have been the practice in the bank hitherto, if he was a permanent man and was intended to be got rid of a regular charge sheet should have been framed against him and reasonable opportunity afforded to him to explain the same.

As a matter of fact, there is a discrepancy in the reasons given for the termination of his employment. While his services were terminated on the ground of absence from duty and bad work, the General Manager wrote in his letter to the Labour Commissioner that he was asked to go as a matter of retrenchment. This he wrote to the Labour Commissioner on 10th March 1949. Further, it is to be noted that if his work was bad, it is difficult to explain the certificate that was granted to him on 28th November 1949 to the effect that he was intelligent and hard working and that his services were terminated owing to reduction in the strength of the staff at the branch. *Mr. Patney* said that such a certificate was given as the employer bank did not want to prejudice the employee's chances of securing a job elsewhere. This may be so, but in the face of what is stated there, it is difficult to hold that bad work was the reason for his discharge. The employee states that the step was taken against him as he was an active member of the union. It is often difficult to prove this and it is easy for the bank to deny knowledge of his association with trade union activities.

We are of the opinion that it is a fit case for directing that the employee be reinstated with effect from 22nd February 1949 (when his services were terminated) on his usual pay and allowances and we direct that such reinstatement shall be made within a month of the date of the publication of this award and that arrears due to him on that date shall be paid within two months thereof.

K. C. SEN, *Chairman.*

J. N. MAJUMDAR, *Member,*

*N. CHANDRASEKHARA AIYER, *Member.*

BOMBAY;

the 2nd August 1950.

*Subject to Minute of dissent printed below, in the cases of—

- (1) Lachman Swarup of Hindusthan Commercial Bank, Ltd.
- (2) R. C. Thukral of Punjab National Bank, Ltd.

Minute of Dissent by Shri N. Chandrasakha Aiyer.

HINDUSTAN COMMERCIAL BANK

Lachman Swarup:

I adhere to the conclusions reached by me in my report (in the Form of draft award) to the Tribunal, which is reproduced below.

He was appointed as Assistant Cashier, Meerut City, on 1st March 1946 and became the head cashier on 6th August 1946. He was working under what is well-known as the treasurer system. In 1946, the treasurer was Lala Raghbir Saran Kansal. In January 1947 a new treasurer came on the scene, *viz.*, Lala Bishalchand Jain, B.A., LL.B., Special and Railway Magistrate. He had no confidence in the employee and he asked the bank repeatedly to allow him to dispense with his services. The bank was not at first willing to accede to the request. They wanted to know whether or not the employee's services could be utilised elsewhere and they informed the treasurer through the branch that they were not in favour of summarily terminating the services of any employee. They further requested the treasurer to endeavour to utilise his services at some other branch. (See letters dated 5th March 1947 and 17th March 1947 addressed by the head office to the sub-agent, Meerut City branch). The treasurer was not prepared to consider the proposal. He considered the possibility of transferring Lachman Swarup as assistant cashier, Ambala branch and the head cashier at Ambala assistant cashier, Meerut City. But in view of the fact that the assistant cashiers in both the branches were being raised to the post of head cashiers he did not in the interests of discipline, want the two employees to be placed in the invidious position of becoming subordinates to those who were their subordinates. All this is contained in the treasurer's letter dated 24th March 1947 which winds up in this manner:

“Under the circumstances you can very well appreciate that I am running a great risk in retaining them any longer.”

In the circumstances, the bank had no other option but to agree to the termination of Lachman Swarup's services and he was discharged by payment of one month's substantive salary in lieu of notice. The bank was anxious not to harm the future of the man by giving reasons in the order such as those mentioned by the treasurer. So they wrote to the sub-agent on 15th April 1947: “No reasons should, however, be assigned for the termination of his services and it should be simply stated that his services are no longer required by the bank.”

Lachman Swarup has no legitimate ground of complaint against the bank. We are satisfied that the new treasurer had sufficient grounds for saying that he could not repose confidence in him; such opinion seems to have been forwarded by the Manager also. It is true that every treasurer's agreement provides as a general rule that the new man should get on with the old employees, but this does not mean that he should do so even if he has no confidence in the men whom he has to take over; he can always ask the bank to eliminate those whom he does not want for satisfactory reasons. In the present case the bank strove its best to retain Lachman Swarup if possible; but it found the treasurer determined in his objection, and the bank was unable to accommodate Lachman Swarup in any other post.

We make no order in this case.

PUNJAB NATIONAL BANK.

R. C. Thukral:

Shri Thukral's case was before this Tribunal at Delhi and a decision was reached that as he was a manager and not a workman the Act did not apply. The Tribunal however, added an observation that on a reconsideration of the relevant provisions of the Act the view thus taken might have to be changed and that consequently the case deserved to be considered further. All this was incorporated in the

Delhi award dated the 19th January 1950 and it was published by the Government under Notification No. LR2(260)/1, dated the 30th January 1950. Mr. Charan Das appearing for the Bank advanced the contention that as the publication by the Government made the award final and Tribunal had no jurisdiction to reconsider or rehear the employees case. But this argument is without substance. The Tribunal expressly reserved to itself the right to reconsider the case and this reservation is as much part of the award as the finding, tentative in the circumstances, that the employee was not a workman within the meaning of the Act.

It was argued for the Bank by Mr. Charan Das Puri that as Thukral was manager and not a workman he does not fall within the ambit of the Act. He contended that the words 'any person' in section 2(k) do not mean anybody and everybody but refer only to the category of persons who can raise an industrial dispute, *viz.*, employer and workmen. On behalf of the employee it was urged that 'any person' should receive the widest possible interpretation and that there should be no restriction of the meaning to the class of workmen.

It appears to me that both sides have advanced rather extreme contentions. 'Any person' in the context cannot be construed to mean any stranger or outsider. It must relate to some one employed in the industry and in the particular concern. At the same time it must be noted that what an officer (as distinguished from workman) is not entitled to do himself cannot be permitted to be done for him through others like a body of workmen or trade unions etc. A *via media* which will do no violence to the language and which would carry out the intention of the legislature fully is perhaps to hold that while an industrial dispute can be raised by workmen with their employers on account of or by reason of the treatment accorded to an officer or the terms of his employment and it would be the duty of the Tribunal to whom the dispute is referred to decide the questions at issue, any conclusion reached would in no way affect, favourably or prejudicially, the officer concerned, whose rights and remedies and duties would remain intact to be dealt with separately under the terms of the contract between the parties and by ordinary Courts.

Anyhow it is not necessary to pursue the question of the meaning 'any person' further and give a final answer to the same as we are of the opinion on the merits that Thukral has not much of a case. At first he was willing to go to Lahore and he raised no objection about his being posted as accountant in the branch there. It is only on his return from leave in May 1948 that he declined to go to Lahore. To use his own words extracted from his letter dated 10th May 1948 "Under the circumstances you will appreciate that it is not possible for me to go to Pakistan or far off places where I cannot take my family in the interest of my health". This refusal amounted to disobedience of orders and naturally entails termination of his services. As a matter of fact, for satisfactory or unsatisfactory reasons he had successfully avoided going to Lahore from 10th December 1947. The refusal to go to Lahore was clearly expressed by the employee in his letter of the 10th May 1948 and it is alleged by the Bank, though this is disputed by the employee, that he did not budge from this position even at the personal interview that he had with the Secretary on that date. It is true the Bank might have waited till 14th May 1948 to see if Thukral would change his mind and join at Lahore. But that he had no intention to do so is apparent from his letter dated 10th May 1948.

BOMBAY;
the 2nd August 1950.

N. CHANDRASEKHARA AIYER, Member.

[No. LR-90(45)]
N. M. PATNAIK, Dy Secy.